299 1-4-1-LT E STATE OF KANSAS Douglas COUNTY OF BE IT REMEMBERED, that on this 15th day of August , A. D. 49 66 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John P. Davidson and Mary R. Davidson, his wife who are personally known to me to be the same person S who executed the within instrument of writing, and such person S duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written. Matache & Collins Notary Public Natalie F. Collins (SEAL) 4 My commission expires: 3-3-70 Janue Beams Register of Deeds Recorded August 15, 1966 at 3:43 P.M. No. 1,446 Paid \$44.50 PURCHASE MONEY MORTGAGE BOOK 144 . 5977 THIS AGREEMENT, is made and entered into this day of August by and between JAMES L. FOX and CHARLOTTE E. FOX, his wife of Douglas Kansas, referred to hereinafter as Mortgagor, and American Savings Association of Topeka, a corporation ing under and by virtue of the laws of the State of Kansas, referred to hereinafter as Mortgages . WITNESSETH THAT: The Mortgager for and in consideration of the sum of SEVENTEEN THOUSAND EICHT HUNDRED and NO/100----Dollars (\$ 17,800.00) by these presents, mortgage and warrant unto the mortgage the receipt of which is hereby acknowledged, do by these presents, mort, its successors and assigns, the following described real estate located in the County of Together with all heating, lighting and plumbing equipment and fixtures, including stokers and burners, screens, awning storm windows and doors, window shades or blinds, used on or in connection with any improvements located upon the above described real estate, whether the same are now located on said real estate or hereafter placed thereon. described real estate, whether the same are now located on said real estate or hereafter placed thereen. TO HAVE AND TO HOLD THE SAME, together with all and singular, the telements, hereditaments and appurtenances thereunto belonging or in anyway appertaining forever, and warrant the title to the sames The mortgager warrants that at the delivery of this mortgage, the mortgager is the lawful owder of the entire interest in and to the above described premises and that the mortgager is the owner of an indeafisible estate of inheritance therein, free and *l* clear of any and all liens or encumbrances except. Lhose of record The mortgagor further warrants and agrees to defend the title thereto against the claims and demands of all persons. It is agreed that this mortgage is given to secure the payment of SEVENTEEN THOUSAND EIGHT HUNDRED and NO/100------ Deflars (\$17,800.00). with interest thereon at the rate of Six & one-half \_\_\_\_\_\_per cent per annum ( $6\frac{1}{2}$ ,  $6^{-}$ ), together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of a certain premissory note of even date herewith and secured hereby, executed by said Mortgagor to said Mortgagee payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated in this mort-gage by reference. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future ad-vances made to said mortgagor by said mortgagee and any and all indebtedness in addition to the amount above stated which said mortgagor or any of them may owe to said mortgagee, however, evidenced, whether by 'note or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns until all amounts secured hereunder including future advances are paid in full with interest thereon.