

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this mortgage the day and year first above written.

Joe B. Stroup

Kala L. Stroup

STATE OF KANSAS,

COUNTY OF ~~SHAWNEE~~
DOUGLAS

Be it Remembered that on the 1st day of December, 1967,

before me, the undersigned, a Notary Public in and for the County and State aforesaid came Joe B. Stroup and Kala L. Stroup, his wife AND Billy B. Vantuyl and Dorothy E. Vantuyl, his wife

who are personally known to me to be the same persons who executed the within mortgage and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

My commission expires:

August 23, 1970

Billy B. Vantuyl

Dorothy E. Vantuyl

Mortgagor

Lorraine G. Bodin

Lorraine G. Bodin

Notary Public

This release
was written
on the original
mortgage entered
this 28th day
of May
1968
James B. Bess
Reg. of Deeds

Deputy

Recorded December 5, 1967 at 8:41 A.M.

SATISFACTION AND RELEASE

The debts secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release the same of record forthwith. Dated at Topeka, Kansas, this 15th day of May, 1968. AMERICAN SAVINGS ASSOCIATION OF TOPEKA By Veda Wanasek, Reg. No. 2,586
(Corp. Seal) Treasurer Fee Paid \$61.00

James B. Bess Register of Deeds

11457

MORTGAGE

BOOK 148

DR 3946

THIS AGREEMENT, is made and entered into this 30th day of November, 1967, by and between JOE B. STROUP and KALA L. STROUP, his wife AND BILLY B. VANTUYL and DOROTHY E. VANTUYL, his wife of Douglas County, State of Kansas, referred to hereinafter as Mortgagor, and American Savings Association of Topeka, a corporation, organized and existing under and by virtue of the laws of the State of Kansas, referred to hereinafter as Mortgagee:

WITNESSETH THAT:

The Mortgagor for and in consideration of the sum of TWENTY-FOUR THOUSAND FOUR HUNDRED and NO/100----- Dollars (\$24,400.00), the receipt of which is hereby acknowledged, do by these presents, mortgage and warrant unto the mortgagee, its successors and assigns, the following described real estate located in the County of Douglas and State of Kansas, to-wit:

Lot 12 in Country Club North, an Addition to the City of Lawrence, Douglas County, Kansas.

Together with all heating, lighting and plumbing equipment and fixtures, including stokers and burners, screens, awnings, 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.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining forever, and warrant the title to the same.

The mortgagor warrants that at the delivery of this mortgage, the mortgagor is the lawful owner of the entire interest in and to the above described premises and that the mortgagor is the owner of an indefeasible estate of inheritance therein, free and clear of any and all liens or encumbrances except those 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 TWENTY-FOUR THOUSAND FOUR HUNDRED and NO/100----- Dollars (\$24,400.00),

with interest thereon at the rate of six & three-fourths per cent per annum (6 3/4%), together with such charges and advances may be due and payable to said mortgagee under the terms and conditions of a certain promissory 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 mortgage by reference. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances 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.

The Mortgagor also agrees and warrants as follows:

1. Time is of the essence of this agreement. Mortgagor shall promptly pay the said principal of and said interest on the indebtedness evidenced by said promissory note and any and all other payments provided in said note and in this mortgage, at the times and in the manner therein provided.