

BE IT REMEMBERED and I do hereby certify that 'on this . 25 th day of January, in the year 1968, before me, 1.M. Smilly, the undersigned officer, a Notary Public in and for the State and County aforesaid, personally appeared Joseph C. Williams, to me personally known and known to me to be the identical person named and described in and whose name is subscribed to and who executed the within and foregoing instrument, who being by me duly sworn, did say and acknowledge that he executed the foregoing instrument; and said Joseph C. Williams acknowledged to me that he signed, sealed, executed and delivered said instrument as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this . A gay of January, A. D. 1968.

My Commission Expires May 24, 1969

12151

Notary Public in and for said State and County

This Mortgage, Made this 14th day of February A.D. Nineteen Hundred and Sixty-eight by and between "Willard C. Pennington and Luanna Pennington, his wife

BOOK 140

in the County of Shawnee and State of Kansas. , Mortgagors, and C. R. SCOTT MORTGAGE COMPANY, INC., of Topeka, Kansas, Mortgages;

WITNESSETH. That the Mortgagors for and in consideration of the sum of

Ten Thousand and No/100------DOLLARS"

to them in hand paid by the said Mortgages, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT

to the said Mortgages and this successors and assigns forever, all of the following described real estate, lying and situate in

the County of Douglas and State of Kansas

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Lots 2, 3, 4, 5 and 6, in Block 13, in Indian Hills No. 2 and Replat of Block 4, Indian Hills, an Addition to the City of Lawrence, in Douglas County, Kansas, as shown by the recorded plat thereof.

together with all rents and other revenues thereof, the rights, easements, hereditaments and appurtenances thereto belonging and all personal property, including all heating, plumbing and lighting fixtures and equipment, now or hereafter attached to or reasonably necessary to the use of the real property herein described, and all of the property hereinbefore mentioned is herein-after designated as "said property." TO HAVE AND TO HOLD said property to Mortgages forever; FOR THE PURPOSE OF SECURING:

I. Payment of the indebtedness evidenced by one promissory note (and any extension or renewal thereof), of even date here-

with, for the principal sum offen Thousand and No/100------ Dollars (# 10,000.00).

with interest at the rate therein specified per annum, principal and interest payable in installments as therein provided,

executed by Willard C. Pennington and Luanna Pennington, his / in favor of Mortgagee;

H. Payment by Mortgagor to Mortgagee as herein provided of all sums expended or advanced by Mortgagee purs my term or provision of this mortgage and ant to

111. This mortgage shall also secure the payment of any additional sum or sums of money which may be advanced or loaned by the party of the second part, or its assigns, to the parties of the first part herein or either of them, their heirs, devisees, grantees or successors, at the date hereof or at any time hereafter, however evidenced, whether by note, check, receipt or book account and whether payment be made directly to said parties of the first part, for their own use, or for their benefit in paying for taxes, insurance, malytenance, repairs, rehabilitation, modernization, rebuilding or enlargement of the improvements on the previous herein described, and shall remain in full force and effect until all loans and advancements made by virtue hereof have been paid in full with interest.