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11. The mortgagor further agrees that the obligation secured by this mortgage has been in part advanced by mortgagee relying upon the financial responsibility of mortgagor. In the event the real estate covered by this mortgage is conveyed by mortgagor to any person or corporation before the obligation secured by this mortgage has been paid, the mortgagee shall have the right at its option and for any reason it deems to be sufficient, to determine this to be an act of default under the terms of this mortgage, and to declare the whole amount of the remaining obligation secured by this mortgage immediately due and payable, and mortgagee may foreclose this mortgage in such event.

12. The mortgagor further agrees that in the event the real estate covered by this mortgage is conveyed to any person or corporation who assumes and agrees to pay the obligation secured by this mortgage and mortgagee does not elect to accelerate the balance of the remaining obligation secured by this mortgage as specified under paragraph 11 above, mortgagee may charge the assuming grantee a transfer fee of \$25.00. The failure to pay such transfer fee shall constitute a default of this mortgage and mortgagee may at its option declare the whole amount of the indebtedness secured by this mortgage immediately due and payable and foreclose this mortgage in such event.

13. IT IS AGREED THAT the sums received by Mortgagor as evidenced by said promissory note secured by this mortgage, were used by Mortgagor for the payment of all or a portion of the purchase price of the above described mortgaged premises, and that this mortgage is, therefore, a purchase money mortgage under the laws of the State of Kansas.

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

*Ronald K. Calgaard*  
Ronald K. Calgaard

*Gene Rae Calgaard*  
Gene Rae Calgaard

Mortgagor

STATE OF KANSAS,

COUNTY OF ~~SEAWYNE~~  
Douglas

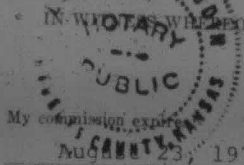
Be it Remembered that on the 19th day of February, 1968,

before me, the undersigned, a Notary Public in and for the County and State aforesaid came

Ronald K. Calgaard and Gene Rae Calgaard, 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.



*Lorraine G. Bodin*  
Lorraine G. Bodin

Notary Public

Recorded February 26, 1968 at 3:16 P.M.

*James Beem* Register of Deeds

Reg. No. 2,743  
Fee Paid \$33.00

## MORTGAGE

BOOK 149

THIS MORTGAGE made February 26, 1968, by and between

EUGENE V. WILLIAMS and BERNICE L. WILLIAMS, his wife

hereinafter jointly and severally, if more than one, called "Mortgagor" and referred to in the masculine singular, and THE PRUDENTIAL INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Kansas, of Topeka, Kansas, hereinafter called "Mortgagee" (which designations shall include the respective successors in interest of the parties hereto).

WITNESSETH:

THAT MORTGAGOR, in consideration of the indebtedness evidenced by the promissory note hereinafter referred to, hereby MORTGAGES, CONVEYS AND WARRANTS to Mortgagee the following described real property in Lawrence County of Douglas State of Kansas:

Beginning at a point in the Section line 840 feet North of the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section Fourteen (14), Township Thirteen (13) South, Range Nineteen (19) East, thence West 312 feet, thence North 140 feet, thence East 312 feet, thence South along Section line 140 feet to the point of beginning, in Douglas County, Kansas.

*See Assignment of Mortgage in Book 149 Page 336*