

State of KANSAS

County of DOUGLAS

SS

I, Janice Cotner

a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Walter J. Cegelka, Jr. and Patricia A. Cegelka, husband and wife,

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 12th day of July, A.D. 1968

March 10, 1970



Janice Cotner
Janice Cotner Notary Public

County, State of

Recorded July 15, 1968 at 2:16 P.M.

Janice Beam Register of Deeds
By *Shea Newton* Deputy

The undersigned, owner of the within mortgage, hereby acknowledges the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 31st day of July, 1969.

(Corp. Seal)

Janice Beam
Register of Deeds
By *Shea Newton*
Deputy

LAWRENCE SAVINGS ASSOCIATION

M. D. Vaughn, Executive Vice President

Reg. No. 3,104
Fee Paid \$4.50

BOOK 150

13805

REAL ESTATE MORTGAGE

This mortgage made on the 15th day of July, 1968, between Harold T. Hutton and Ruth M. Hutton, hereinafter referred to as MORTGAGORS, and ASSOCIATES FINANCE INC., whose address is 726 Massachusetts, P. O. Box 455, Kansas, a corporation, hereinafter referred to as MORTGAGEE.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a note of even date herewith in the total amount of One Thousand Seven Hundred and Seventy Dollars (\$1,770.00).

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgagee, its successors and assigns, forever, and mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unincumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of Kansas, acceptable to Mortgagee, which policy shall contain a loss payable clause in favor of Mortgagee as its interest may appear, and if mortgagors fail to do so they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of mortgagors' indebtedness for a period not exceeding the term of such indebtedness, and to charge mortgagors with the premium thereon, or to add such premium to mortgagors' indebtedness. If Mortgagee elects to waive such insurance, mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage; and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof. If mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same on their behalf, and to charge mortgagors with the amounts so paid, adding the same to mortgagors' indebtedness secured hereby. To exercise due diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any installment when due, or if mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of mortgagors herein contained be incorrect or if the mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings, may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, mortgagors will pay to Mortgagee, in addition to fixable costs, a reasonable amount as attorneys' fees and a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.