

MORTGAGE BOOK 151 222-2-T. W. Hall Litho. Co., Topeka

THIS INDENTURE, Made this 30th day of July 1968  
between Robert H. Rhodes, Jr.  
of Douglas County, in the State of Kansas, as mortgagor,  
and University State Bank, 955 Iowa Street, Lawrence, Kansas,  
of Douglas County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of  
---One Thousand Eight Hundred Seventy Five--- and NO/100 DOLLARS,  
the receipt of which is hereby acknowledged, said mortgagor do es hereby mortgage and warrant unto said mortgagee  
his heirs and assigns, all of the following described Real Estate situated in Douglas  
County, and State of Kansas to wit:

Lot Nine (9), in The Sub-division of a portion  
of Block Thirty-One (31), West Lawrence, within  
the City of Lawrence, in Douglas County, Kansas.

Said mortgagor do es hereby covenant and agree that at the delivery of this instrument he is  
the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free  
and clear of all incumbrances except --None--  
and that he will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances  
thereunto belonging or in anywise appertaining, forever.  
Said mortgagor hereby agree s to pay all taxes and assessments levied on said premises before any penalties or costs  
shall accrue on account thereof, and to keep said premises insured in favor of mortgagee in the sum of at least  
---One Thousand Eight Hundred Seventy Five and No/100--- DOLLARS  
in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$1,875.00----- Dollars  
advanced by mortgagee to mortgagor, with interest, and such charges as may become due to mortgagee under the  
terms of the note hereby secured, which note is hereby made a part hereof, and which is to be paid by mortgagor to  
mortgagee with interest at 7 1/2 % per annum as follows:

Balance due July 30, 1969.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to  
mortgagor by mortgagee and all indebtedness in addition to the above amount which mortgagor may owe to  
mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and  
effect until all amounts due hereunder, including future advancements, are paid in full, with interest. Upon the maturing of  
the indebtedness for any cause, the total debt on such additional loans, if any, with interest, shall at the same time and for the  
same specified causes be considered matured, and shall be collectible out of the proceeds of sale through foreclosure or other-  
wise.

Mortgagor shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, includ-  
ing abstract or title insurance expenses, because of the failure of mortgagor to comply with the provisions of said note  
and this mortgage, and the same are hereby secured by this mortgage.

The failure of mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its  
right to assert the same at a later date, and to enforce strict compliance with all of the terms and provisions of said note and  
of this mortgage.

NOW, If said mortgagor shall pay or cause to be paid to said mortgagee his heirs or assigns, said  
sum of money in the above described note mentioned, together with the interest thereon, and all future advancements  
with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void;  
and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest  
thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and  
levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insur-  
ance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall become due and payable  
at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises.

This mortgage shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective  
parties.

WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

*Robert H. Rhodes, Jr.*  
Robert H. Rhodes, Jr.  
K. L. Ragland  
Mortgagor

STATE OF KANSAS, Douglas COUNTY, ss.  
BE IT REMEMBERED, That on this 30th day of July 1968 before me,  
the undersigned Notary Public in and for the County and State aforesaid, came  
Robert H. Rhodes, Jr. who is personally known to me to be the same person who executed the within instrument of  
Mortgage, and such person duly acknowledged the execution of the same.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and  
year last above written.  
December 4, 1971  
Barbara F. Osborn, Notary Public.

Recorded August 14, 1968 at 11:50 A.M.

*Janice Beam* Register of Deeds

RECEIVED OF Robert H. Rhodes, Jr. the within named mortgagor, the sum of One Thousand Eight  
Hundred Seventy Five and No/100 DOLLARS, in full satisfaction of the within mortgage.  
By K.L. Ragland, President  
University State Bank  
1 May. 1969  
\$1,875.00  
RECEIPT  
(Corp. Seal)

This release  
was written  
on the original  
mortgage  
filed 5-13-69  
JLH  
12-19-71  
Janice Beam  
Reg. of Deeds