

MORTGAGE,

BOOK 151

14881

Loan No. H-2153

THIS INDENTURE, made this 4th day of October, 1968 by and between

JOHN N. CARR AND DARLENE E. CARR, his wife

of Shawnee County, Kansas, Mortgagor, and THE TOPEKA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of ----- Dollars (\$8,000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the county of Shawnee, State of Kansas, to-wit: A tract in the Northwest Quarter of Section Two (2), Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal Meridian, described as follows: Beginning at a point on the South line of the Northwest Quarter of Section 2, Township 12, Range 18, 185 feet West of the Southeast corner of said Quarter Section, thence Northerly along a line at right angles to the South line of said Quarter Section a distance of 190 feet, thence Westerly along a line 190 feet Northerly of and parallel with the South line of said Quarter Section a distance of 230 feet, thence Southerly along a line at right angles to the South line of said Quarter Section a distance of 190 feet to a point on the South line of said Quarter Section, thence Easterly along said South line a distance of 230 feet to the point of beginning, in the City of Lecompton, in Douglas County, Kansas.

THE MONEY LOANED AND SECURED BY THIS MORTGAGE WAS USED AS A PART PAYMENT FOR THE PURCHASE OF THE ABOVE DESCRIBED REAL ESTATE.

TO Have and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, mantels, light fixtures, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as a part of the plumbing therein, or for any purpose appertaining to the present or future use on improvement of the said real estate, whether such apparatus, machinery, fixtures, or chattels have or would become part of the real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the free hold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the rightful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of ----- Dollars with interest thereon and such charges and advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date herewith, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all the terms and conditions contained in said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor, or any of them, by the mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagor, or any of them, may owe to the mortgagee, however evidenced, whether by note, book account 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. The mortgagor hereby assigns to the mortgagee all rents and income arising at any and all times from said property, and hereby authorizes the mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or to other charges or payments provided herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard the mortgagee in the collection of said sums by foreclosure or otherwise.

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

Now, If said mortgagor shall cause to be paid to the mortgagee the amounts due it under said note in accordance with the terms thereof, and comply with all the provisions in said note contained, then these presents shall be void; otherwise to remain in full force and effect and may be foreclosed as in said note provided. Appraisalment and all the benefits of homestead and exemption laws are hereby waived. Mortgagor wholly waives the period of redemption.

WHENEVER USED, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The mortgagor has hereunto set his hand this day and year first above written.

COUNTY OF Shawnee

STATE OF Kansas

BE IT REMEMBERED, That on this 4th day of October, 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John N. Carr and Darlene E. Carr, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal, the day and year last written.

(Seal)  
My commission expires: February 7, 1970

George W. Greenwood III  
Notary Public

Recorded October 7, 1968 at 3:33 P. M.

Janice Boers Register of Deeds