

STATE OF Kansas  
COUNTY, Douglas } ss.  
BE IT REMEMBERED, That on this 25th day of November, A. D. 19 68  
before me, a Notary Public in the aforesaid County and State,  
came Edward L. Shawbaker and Nancy A. Shawbaker,  
husband and wife,  
to me personally known to be the same person(s) who executed the foregoing instrument and duly  
acknowledged the execution of the same.  
IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and  
year last above written.  
My Commission Expires June 19 19 69  
Amaretta Wright  
Amaretta Wright Notary Public

Recorded November 26, 1968 at 11:35 A.M.

Janice Boem Register of Deeds

Reg. No. 3,483  
Fee Paid \$68.75

CORPORATION

MORTGAGE

15408

BOOK 152

DR 4109

THIS AGREEMENT, is made and entered into this 18th day of November, 19 68,  
by and between ASSOCIATED BUILDERS, INC.

, of Douglas County, State of

Kansas, referred to hereinafter as Mortgagor, and American Savings Association of Topeka, a corporation, organized and exist-  
ing under and by virtue of the laws of the State of Kansas, referred to hereinafter as Mortgagee:

WITNESSETH THAT:

The Mortgagor for and in consideration of the sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED and NO/100--

-----Dollars (\$ 27,500.00),

the receipt of which is hereby acknowledged, do by these presents, mortgage and warrant unto the mortgagee,  
its successors and assigns, the following described real estate located in the County of Douglas  
and State of Kansas, to-wit:

Lot Twenty-four (24) in Country Club North,  
an Addition to the City of Lawrence, as  
shown by the recorded plat thereof, in  
Douglas County, Kansas.

Together with all heating, lighting and plumbing equipment and fixtures, including stokers and burners, screens, awnings,  
storm windows and doors, window shades or blinds, used on or in connection with any improvements located upon the above  
described real estate, whether the same are now located on said real estate or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances  
thereunto belonging or in anyway appertaining forever, and warrant the title to the same.

The mortgagor warrants that at the delivery of this mortgage, the mortgagor is the lawful owner of the entire interest in and to  
the above described premises and that the mortgagor is the owner of an indefeasible estate of inheritance therein, free and  
clear of any and all liens or encumbrances except those of record

The mortgagor further warrants and agrees to defend the title thereto against the claims and demands of all persons.

It is agreed that this mortgage is given to secure the payment of TWENTY-SEVEN THOUSAND FIVE HUNDRED and  
NO/100-----Dollars (\$ 27,500.00),

with interest thereon at the rate of seven & one-half per cent per annum (7 1/2 %), together with such charges and  
advances as may be due and payable to said mortgagee under the terms and conditions of a certain promissory note of even date  
herewith and secured hereby, executed by said Mortgagor to said Mortgagee payable as expressed in said note, and to secure  
the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated in this mort-  
gage by reference. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future ad-  
vances made to said mortgagor by said mortgagee and any and all indebtedness in addition to the amount above stated which  
said mortgagor or any of them may owe to said mortgagee, however evidenced, whether by note 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 thereon.

The Mortgagor also agrees and warrants as follows:

1. Time is of the essence of this agreement. Mortgagor shall promptly pay the said principal of and said interest on the in-  
debtedness evidenced by said promissory note and any and all other payments provided in said note and in this mortgage, at the  
times and in the manner therein provided.

2. In addition to the said payments of principal, interest, and other charges provided for in said note, the Mortgagors shall  
pay all taxes and assessments of every kind and nature upon the above described mortgaged property, when the same become  
due and payable. A sum equal to one-twelfth of the total estimated amount of the current years real estate taxes and assess-  
ments shall be paid monthly in advance to said Mortgagee upon the regular monthly payment date, to be used by said Mortgagee  
to pay said taxes and assessments. If the fund so created and held by said Mortgagee until said taxes and assessments become  
due and payable is insufficient to pay said taxes and assessments when due, the Mortgagor agrees to pay the difference upon  
demand from the Mortgagee. If the fund so created exceeds the amount of said real estate taxes and assessments, the excess  
shall be credited to the Mortgagor and applied on interest or principal or held for future taxes as said Mortgagee may elect.  
The waiving of such monthly payments for taxes and assessments at any time shall not bar the Mortgagee from later requiring  
such payments from the Mortgagor.