STATE OF KANSAS COUNTY OF Douglas 85. BE IT REMEMBERED, that on this 19thday of December , A. D. 19 68 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James W. Hillesheim and Reiko Hillesheim. 0 100 his wife , y who are personally known to me to be the same person who executed the within instrument of writing, and such person, duly acknowledged the execution of the same. 4-14 IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written. J. BAY(SEAL) Notary Public Public Deta Reba J. Bryant GIT compission expires: September 30, 1972. ETATCON Ast STATE OF KANSAS and any fill 315 V Phi in Electricity 55. COLINITY OF C. U. ) Register of Deeds Recorded December 19, 1968 at 4:10 P.M. Reg. No. 3,541 Fee Paid \$54.00 MORTGAGE 15660 DR 4117 **BOOK 152** THIS AGREEMENT, is made and entered into this 12th day of De JACK A. SPRECKER and PEARL SPRECKER, his wife December , 19 68, by and between Douglas County, State of Kansas, referred to hereinafter as Mortgagor, and American Savings Association of of Topeka, a corporation, organized and existing 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-ONE THOUSAND'SIX HUNDRED and NO/100-----by these presents, mortgage and warrant unto the mortgagee, the receipt of which is hereby acknowledged, do Douglas its successors and assigns, the following described real estate located in the County of and State of Kansas, to-wit: Lot 30 in Block 10 in Indian Hills #2 and Replat of Block 4 in Indian Hills, an Addition to the City of Lawrence, 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 indeafisible 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. 100 It is agreed that this mortgage is given to secure the payment of TWENTY-ONE THOUSAND SIX HUNDRED and NO/ ----- Dollars (\$21,600.00), with interest thereon at the rate of Seven & one-half \_\_\_\_\_\_per cent per annum  $(-7\frac{1}{2}-\%)$ , 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 mortgage shall also secure any future advances made to said mortgage and any and all indebtedness in addition to the amount above stated which said mortgage 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 secure hereunder including future advances are paid in full with interest thereon.