

MORTGAGE

222-2-T. W.

Hall Litho. Co., Topeka

16180

BOOK 152

THIS INDENTURE, Made this 17th day of February 19 69

between Rawleigh C. and Phyllis Zilliox, Husband and Wife,

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

- Sixteen Thousand - - - - - and No. 100 DOLLARS,

the receipt of which is hereby acknowledged, said mortgagorS do hereby mortgage and warrant unto said mortgagee

their heirs and assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas to wit:

Lot Nineteen (19) in Block Seventeen (17)
in Indian Hills No. 2 and Replat of Block
Four (4), Indian Hills, an addition to the
City Of Lawrence,

Said mortgagorS do hereby covenant and agree that at the delivery of this instrument they are
the lawful owners 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 they 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 mortgagorS hereby agree 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
- Sixteen Thousand and No. 100 - - - - - DOLLARS
in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$16,000.00 - - - - - Dollars
advanced by mortgagee to mortgagorS, 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 6 3/4% per annum as follows:

Monthly payments commencing 3/10/69 of \$121.66 per month,
and on 10th day of each month thereafter until 2/10/79, when
entire remaining principal balance becomes due. Deduct interest
to date from each payment, then apply balance to principal.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to
mortgagorS by mortgagee and all indebtedness in addition to the above amount which mortgagorS 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.

MortgagorS 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 mortgagorS 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 mortgagorS shall pay or cause to be paid to said mortgagee its 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.

IN WITNESS WHEREOF, said mortgagorS have hereunto set their hands the day and year first above written.

Rawleigh C. Zilliox
Rawleigh C. Zilliox
Phyllis M. Zilliox
Phyllis M. Zilliox
Mortgagor