

STATE OF Kansas
Douglas COUNTY, } ss.
BE IT REMEMBERED, That on this ninth day of April A. D. 1969
before me, a notary public, in the aforesaid County and State,
Charles F. Fisher and Erma C. Fisher
to me personally known to be the same person 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 July 6 1970
Alan C. Edacott, Notary Public

Recorded April 16, 1969 at 2:55 P.M.

James Beem Register of Deeds

Reg. No. 3,796
Fee Paid \$29.75

PURCHASE MONEY

MORTGAGE

BOOK 153

16813

DR 4170

THIS AGREEMENT, is made and entered into this 16th day of April 1969,
by and between K. KELLY WILLIAMSON and MADINA G. WILLIAMSON, his wife

of Douglas County, State of Kansas, referred to hereinafter as Mortgagor, and American Savings Association 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 ELEVEN THOUSAND NINE HUNDRED FIFTY and NO/100--- Dollars (\$11,950.00), 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:

Commencing at a point 125 feet West of the Southeast corner of Lot Nine (9) in Block Three (3) in that part of the City of Lawrence known as South Lawrence, thence running North 75 feet, thence West 125 feet, thence South 75 feet, thence East 125 feet to the place of beginning, 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 ELEVEN THOUSAND NINE HUNDRED FIFTY and NO/100--- Dollars (\$11,950.00),

with interest thereon at the rate of seven & three-fourths per cent per annum (7 3/4%), 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 by reference. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances 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 indebtedness 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 assessments 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.