

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.

Witnesses:

Leo Nussbaum (Seal)

Leo Nussbaum (Seal)

Marie Nussbaum (Seal)

Marie Nussbaum (Seal)

STATE OF Kansas

COUNTY OF Douglas

ss.

I, Betty J. Brokaw, a Notary Public in and for said County and State, do hereby certify that on this 3rd day of June, 1969, personally appeared before me the within named Leo Nussbaum and Marie Nussbaum, husband and wife, to me known to be the individual(s) described in and who executed and whose name(s) is(are) subscribed to the within and foregoing instrument, and duly acknowledged to me that they signed and executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, the day and year in this certificate first above written.



My commission expires Sept. 23, 1970

Betty J. Brokaw Notary Public

N.B. If executed by corporation, corporate form of acknowledgment must be attached.

Recorded June 3, 1969 at 2:26 P.M.

Gancee Beam Register of Deeds

Reg. No. 3,901
Fee Paid \$48.25

PURCHASE MONEY

17345

MORTGAGE

BOOK 153

MI 4202

THIS AGREEMENT, is made and entered into this 28th day of May, 1969, by and between JOHN P. FARRELL and JUDITH M. FARRELL, 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 NINETEEN THOUSAND THREE HUNDRED FIFTY and NO/100 Dollars (\$19,350.00), 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 One (1) in Countryside, in 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 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 NINETEEN THOUSAND THREE HUNDRED FIFTY and NO/100 Dollars (\$19,350.00),

with interest thereon at the rate of eight per cent per annum (8 %), 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.