

*Mortgage*

18796 BOOK 154

Loan No. DC-2972

THE UNDERSIGNED,

James V. Owens and Laura H. Owens, husband and wife  
of Lawrence County of Douglas State of Kansas

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to  
LAWRENCE SAVINGS ASSOCIATION

a corporation organized and existing under the laws of  
THE STATE OF KANSAS

hereinafter referred to as the Mortgagee, the following real estate

in the County of Douglas in the State of Kansas

Lot Twelve (12) in Owens' Addition, an Addition to the City of Lawrence,  
less the following: Beginning at the Northwest corner of said Lot 12;  
thence Easterly along the Northern boundary of said Lot 12, 125 feet  
to a pin; thence 90 degrees and 42 minutes to the right, 115 feet to  
a pin; thence 89 degrees and 18 minutes to the right, 35 feet to a  
pin; thence 89 degrees and 18 minutes to the left, 140.65 feet to a  
pin on the Southern boundary of said Lot 12; thence 89 degrees and  
.08 minutes to the right, along the Southern boundary of said Lot 12,  
90 feet to a pin at the Southwest corner of said Lot 12; thence 90  
degrees and 52 minutes to the right, along the Western boundary of  
said Lot 12, 255.94 feet to the point of beginning, in Douglas County,  
Kansas.

The Mortgagors understand and agree that this is a purchase money mortgage.  
This Mortgage is subject and inferior to First Mortgage dated December 3, 1968.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all  
apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light,  
power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors  
to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in a door  
hole, awnings, stairs and water heaters fall of which are intended to be and are hereby declared to be a part of said real estate whether  
physically attached thereto or not; and also together with all easements and the rents, issues and profits of said premises which are hereby  
pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee  
is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto  
said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws  
of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of  
Ten Thousand and no/100-----Dollars

(\$ 10,000.00), which Note, together with interest thereon as therein provided, is payable in monthly installments of  
Eighty-five and 21/100-----Dollars

(\$85.21), commencing the first day of November, 19 69,

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and  
cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional  
advances, in a sum in excess of Ten Thousand and no/100-----Dollars (\$ 10,000.00),  
provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the  
security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.  
Upon transfer of title of the real estate mortgaged to secure this note the entire  
balance remaining due hereunder may, at the option of the mortgagee, be declared  
due and payable at once.