

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing

Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered

the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.



Under my hand and Notarial Seal this 3rd day of November A.D. 1969
My Commission expires April 16, 1973

Mary E. Hald
Notary Public

Recorded November 3, 1969 at 3:58 P.M.

Lance Beam Register of Deeds

Reg. No. 4,295
Fee Paid \$25.00

Mortgage

19156

Loan No. DC-2987

BOOK 155

THE UNDERSIGNED,

Jimmie J. Underwood and Jeanne M. Underwood, 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 to-wit:

Lot 46 on Kentucky Street, in the City of Lawrence,
Douglas County, Kansas.

The Mortgagors understand and agree that this is a purchase money mortgage.

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, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein 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 beds, awnings, stoves and water heaters (all 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

One Hundred Forty-one and 37/100-----Dollars

(\$141.37), commencing the first day of December, 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.

THE MORTGAGOR COVENANTS: