

19464 BOOK 155
REAL ESTATE MORTGAGE

Effective 3-18-68 Fidelity State Bank,
a corporation, changed its name to
Fidelity State Bank & Trust Company.

THIS INDENTURE, made this 21st day of November
1969, between R. G. Billings, Inc., a Kansas corporation, and John M. McGrew and Jill B. McGrew, his wife
of Douglas County in the State of Kansas, hereinafter called Mortgagors (whether one or more), and

~~FIDELITY STATE BANK, TOPEKA, KANSAS~~
FIDELITY STATE BANK AND TRUST COMPANY, TOPEKA, KANSAS
a banking corporation with its principal place of business at Topeka, Kansas, hereinafter called Mortgagee,

WITNESSETH, that the mortgagors, in consideration of the sum of
Forty thousand and no/100

(\$40,000.00) advanced and to be advanced by the Mortgagee unto the Mortgagors, hereby grant, bargain, sell, convey
and confirm unto the Mortgagee, its successors and assigns, all the following described real property situated in Douglas
County, Kansas, to wit:

Lots 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106,
107, 108, and 109 in Alvamar Estates, an Addition to the City of Lawrence, Douglas
County, Kansas.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining,
together with all improvements, additions and permanent fixtures now or hereafter placed on said property, including toilet and lavatory, lighting fixtures
and wiring, plumbing fixtures and plumbing, and all rights of homestead exemption, unto the Mortgagee, and to its successors and assigns, forever.
And the said Mortgagors do hereby covenant and agree that at the delivery hereof 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 encumbrances, and that they will warrant and defend the same
in the quiet and peaceable possession of the Mortgagee, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

This mortgage is given to secure payments of the sum of Forty thousand and no/100

DOLLARS (\$ 40,000.00)

and interest thereon, according to the terms of promissory note/s this day executed and subsequently to be executed by the Mortgagors to the Mortgagee,
and all other sums which may hereafter be owing to the Mortgagee by the Mortgagors or any of them, however evidenced; it being understood and agreed that
the Mortgagee may from time to time make loans and advances to the Mortgagors or any of them and that all such loans and advances and the interest
thereon will be secured by this mortgage; provided that the aggregate principal amount of the loans and advances hereunder shall at no time exceed
the amount hereinbefore stated.

The Mortgagors agree to pay all taxes assessed against the mortgaged property before any penalties or interest accrue thereon; in default whereof
the Mortgagee may pay taxes, accruing penalties, interest and costs, and each of its disbursements for such purposes shall be an additional debt
secured by this mortgage and shall bear interest at the rate of 10% per annum until repaid to the Mortgagee. The Mortgagors covenant and agree that they
will not sell and convey the mortgaged premises without the prior written consent of the mortgagee. The Mortgagors covenant and agree that they will
not remove or permit the removal of any improvements from the premises hereby conveyed without prior written consent of the Mortgagee.

The Mortgagors agree to keep all building and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste
of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$ None
in insurance companies acceptable to the Mortgagee with policies payable to it in case of loss to the amount then secured by this mortgage, to
assign and deliver to it with satisfactory mortgagee clauses all the policies of insurance on said buildings and to pay all insurance premiums when
due in default whereof the Mortgagee may pay said insurance premiums and each of its disbursements for such purposes shall be an additional debt
secured by this mortgage and shall bear interest at the rate of 10% per annum until repaid to the Mortgagee. In case of loss, it is agreed that Mortgagee
may collect the insurance moneys or may deliver the policies to the said Mortgagors for collection. At the election of Mortgagee, the insurance
moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

The Mortgagors agree that the Mortgagee may make any payments necessary to remove or extinguish any prior or outstanding title, lien or en-
cumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said
property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title
extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of Mortgagors; and any sums so paid
shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at the rate of 10%
per annum in any suit for the foreclosure of this mortgage. In case of foreclosure, it is agreed that the judgment rendered shall provide that the
whole of said real estate shall be sold together and not in parcels.

As additional and collateral security for the payment of all indebtedness and interest secured hereby, the Mortgagors hereby transfer, assign, set
over and convey to the Mortgagee all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable
under any oil, gas, mineral or other lease of any kind now existing or hereafter to come into existence covering said property or any portion thereof, with
authority to collect the same; and the Mortgagors agree to execute, acknowledge and deliver to the Mortgagee such deeds or other instruments as the
Mortgagee may require in order to facilitate the payment to it of such rents, royalties, bonuses, delay rentals or other income, which rights are to be
exercised by the Mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage. This assignment shall terminate
and become void upon the payment and release of this mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the
value of said property, then all indebtedness secured by this mortgage shall thereupon become due and payable, at the option of the Mortgagee.

If default be made in payment when due of any indebtedness secured hereby, in the payment of taxes when due, or in the covenant to insure, or
sale of the property without the prior written consent of the mortgagee, or if any other terms in this mortgage or of the notes secured hereby shall be
breached by the mortgagors, then all the indebtedness secured hereby including sums dispersed by the mortgagee in payment of taxes and insurance pre-
miums shall at the option of the mortgagee become immediately due and payable and the mortgagee shall be entitled to foreclose this mortgage as provided
by law; and all such indebtedness shall bear interest at the rate of 10% per annum from the time of such default until paid.

No failure on the part of the Mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to
exercise such option at any other time as to past, present or future default hereunder.

That extension of the time of payment of said indebtedness, or any part thereof, by agreement of said Mortgagee and any future owner of said
premises, without notice of such extension to the maker of said note shall not operate to release such maker from person obligation thereon.

The Mortgagors hereby agree that in the event of foreclosure the period of redemption is hereby waived to the full extent as allowed by law.

The parties hereto further agree that all the covenants and agreements of the Mortgagors herein contained shall extend to and bind the heirs, execu-
tors, administrators, successors, and assigns of the Mortgagors and shall inure to the benefit of the Mortgagee, its successors and assigns.

IN TESTIMONY WHEREOF, the Mortgagors hereunto subscribe their names on the day and year first above written.

John M. McGrew
John M. McGrew, Individually

(SEAL)

Jill B. McGrew
Jill B. McGrew, Individually

(SEAL)

FORM 63 BURGE 1M 8167

R. G. BILLINGS ENTERPRISES, INC.

Robert G. Billings
Robert G. Billings, President

Patricia L. Billings
Patricia L. Billings, Secretary

(SEAL)

For Partial Release of Mortgage, See Book 162, page 76.
For Partial Release of Mortgage See Book 279 Page 954

For Partial Release See Book 159 Page 461
For Partial Release See Book 157 Page 290
For Partial Release See Book 161 Page 87