

MORTGAGE

20817

BOOK 156

222-2-T. W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 23rd day of April

1970

between Richard T. Wilson,

of Johnson County, in the State of Kansas,

as mortgagor.

and UNIVERSITY STATE BANK, 955 Iowa, Lawrence, Kansas

of Douglas County, in the State of Kansas,

as mortgagee.

WITNESSETH, That in consideration of the sum of

--Twenty-Five Thousand-- and NO/ DOLLARS,  
 the receipt of which is hereby acknowledged, said mortgagor do es hereby mortgage and warrant unto said mortgagee  
 his heirs, successors and assigns, all of the following described Real Estate situated in Douglas  
 County, and State of Kansas to wit:

Lot Three (3), in Block Ten (10), in Indian  
 Hills No. 2 and Replat of Block Four (4)  
 Indian Hills, an Addition to the City of  
 Lawrence, as shown by the recorded plat  
 thereof, subject to restrictions and asse-  
 sments now of record and special assessments.

Said mortgagor do es hereby covenant and agree that at the delivery of this instrument he is  
 the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free  
 and clear of all incumbrances except -NONE-

and that he will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances  
 thereunto belonging or in anywise appertaining, forever.

Said mortgagor hereby agree to pay all taxes and assessments levied on said premises before any penalties or costs  
 shall accrue on account thereof, and to keep said premises insured in favor of mortgagee in the sum of at least  
 --Twenty-Five Thousand and no/100-- DOLLARS  
 in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ 25,000.00-- Dollars  
 advanced by mortgagee to mortgagor, with interest, and such charges as may become due to mortgagee under the  
 terms of the note hereby secured, which note is hereby made a part hereof, and which is to be paid by mortgagor to  
 mortgagee with interest at --8 1/2-- % per annum as follows:

--Twenty-Five Thousand and no/100 Dollars (\$25,000.00) plus interest  
 due

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to  
 mortgagors, or either or any of them, by mortgagee and all indebtedness in addition to the above amount which mortgagors,  
 or either or any of them, may owe to mortgagee, however evidenced, whether by note, book account or otherwise. This mort-  
 gage shall remain in full force and effect until all amounts due hereunder, including future advancements, are paid in full, with  
 interest. Upon the maturing of the indebtedness for any cause, the total debt on such additional loans, if any, with interest, shall  
 at the same time and for the same specified causes be considered matured, and shall be collectible out of the proceeds of sale  
 through foreclosure or otherwise.

Mortgagor shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, includ-  
 ing abstract or title insurance expenses, because of the failure of mortgagor to comply with the provisions of said note  
 and this mortgage, and the same are hereby secured by this mortgage.

The failure of mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its  
 right to assert the same at a later date, and to enforce strict compliance with all of the terms and provisions of said note and  
 of this mortgage.

If said mortgagor shall pay or cause to be paid to said mortgagee his heirs, successors or assigns,  
 said sum of money hereby secured, together with the interest thereon, and all future advancements with interest thereon,  
 according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall  
 remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when  
 the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises,  
 or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when  
 due, then the whole of said sum or sums, and interest thereon, shall become due and payable at the option of the holder hereof, and  
 said mortgagee shall be entitled to the possession of said premises.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the  
 respective parties.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

*Richard T. Wilson*  
 Richard T. Wilson  
*Dona Lee Wilson*  
 Dona Lee Wilson Mortgagor

Mortgagor