

NO. 20940

MORTGAGE-REAL ESTATE-(Savings & Loan)

P-255-2 TW Rev. 87

Hall Litho. Co., Inc., Topeka

INDEXED
NUMERICAL INDEX

STATE OF KANSAS,

Douglas County,

This instrument was filed for record on the
6 day of May, 1970
at 11:31 o'clock A. M.Book Page
Recording Fee : 3.00
Registration Fee : 17,000.00
Fee : 42.50Paid this 6th Day of May 1970
No. 4255

Register of Deeds

Deputy

BOOK 156 20940

Loan No. 13111

THIS MORTGAGE, Made this 4th day of May

19 70, between

Marvin J. Fine and M. Ruth Fine, his wife

of Lawrence

, Kansas, as Mortgagor

and FRANKLIN SAVINGS ASSOCIATION

of Ottawa

, Kansas, as Mortgagee,

WITNESSETH, That Mortgagor, in consideration of the sum of
Seventeen Thousand - - - - - and No. Dollars
100
the receipt of which is hereby acknowledged, does hereby mortgage and warrant
unto said Mortgagee, its successors and assigns, all the following described
real estate situated in the County of Douglas
and State of Kansas
to wit:Beginning at a point 20 chains and 15 links West of the Southeast corner of Section 10,
Township 12, Range 19, thence West on the South line of said Section 10, 15 chains and
10 links, thence North 32.5 degrees, East 5.80 chains, to the South boundary of the
Railroad Right of Way, thence South 70 degrees, East 5.50 chains, thence South 67.5
degrees, East 4 chains, thence South 65.75 degrees, East 3.30 chains to the place of beg.,
containing three acres, more or less, Douglas County, Kansas.including all equipment and fixtures permanently affixed thereto and used on or in connection with said property, whether the
same are now located on said property 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 anywise appertaining, forever.This mortgage is executed to secure the payment of the sum of
Seventeen Thousand and No/100 - - - - - Dollars (\$ 17,000.00)
with interest thereon, together with such charges and advances as may be due and payable to mortgagee under the terms and
conditions of the note secured hereby, which note is by this reference made a part hereof, to secure the performance of all the
terms and conditions contained therein, and payable as follows:

This is a purchase money mortgage.

SAID NOTE PROVIDES THAT UPON TRANSFER OF TITLE of the real estate mortgaged to secure this note, the
entire unpaid balance may, at the option of the mortgagee be declared due and payable at once, and this mortgage may not be
assumed by a subsequent purchaser and said mortgagor released without written consent of mortgagee.It is the intention and agreement of the parties hereto that this mortgage also secures any future advances made to
mortgagor by mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagor may owe
to mortgagee however evidenced, whether by note, book account 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.Mortgagor hereby assigns to mortgagee the rents and income arising at any and all times from the mortgaged property
and hereby authorize said mortgagee or its agent at its option upon default, to take charge of said property and collect all rents
and income and apply the same on the payment of interest, principal, insurance premiums, taxes, assessments, repairs or
improvements necessary to keep said property in tenable condition, or other charges or payments provided for in this mort-
gage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note and
future advances is fully paid. The taking of possession hereunder shall in no manner prevent or retard mortgagee in the
collection of said sums by foreclosure or otherwise.Mortgagor agrees to keep and maintain the buildings and other improvements now on said premises or which may be
hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon. Mortgagor agrees
to pay all taxes, assessments and insurance premiums as required by mortgagee and when same become due and payable.If mortgagor shall cause to be paid to mortgagee the entire amount due hereunder and under the terms and provisions of
said note hereby secured, including future advances, and any extensions or renewals thereon, in accordance with the terms and
provisions thereof, and comply with all the provisions in said note and this mortgage contained, then these presents shall be
void, otherwise to remain in full force and effect.This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the
respective parties hereto and includes all conditions, restrictions and agreements of the aforesaid note set out therein.IN WITNESS WHEREOF, said mortgagor has hereunto set their hand the day and year first above
written.Marvin J. Fine
Marvin J. Fine
M. Ruth Fine
M. Ruth Fine

STATE OF KANSAS,

Franklin

COUNTY, ss.

BE IT REMEMBERED, That on this 4th day of May, 1970, before me, the
undersigned, a Notary Public in and for the County and State aforesaid, came

Marvin J. Fine and M. Ruth Fine, his wife

who are personally known to me to be the same persons who executed the foregoing
instrument of writing, and duly acknowledged the execution of the same.IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on
the day and year last above written.

December 11, 1971

Jess R. Gilmore

Notary Public.

Recorded May 6, 1970 at 11:31 A.M.

James Beem Register of Deeds