

21895

BOOK 157

21895

MORTGAGE REAL ESTATE (Savings & Loan)

P-255-2 TW Rev. 67

Hall Litho. Co., Inc., Topeka

INDEXED
NUMERICAL INDEX

STATE OF KANSAS,

Douglas County.

This instrument was filed for record on the
30th day of July, 1970

at 9:49 o'clock A.M.

Book Page

Recording Fee : 3.00

Indefinite Fee : 17,000.00

Fee : 42.50

Paid this Day of 19

No. 4,875

Register of Deeds

Deputy

THIS MORTGAGE, Made this 29th day of July

Loan No. 13145

1970, between

Robert S. Cunningham and Ruth A. Cunningham, 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 100 Dollars
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:

Lot One Hundred Sixty-three (163) and the North Four (4)
feet of Lot One Hundred Sixty-five (165) on Indiana Street
in the City of Lawrence.

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 authorizes 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.

Robert S. Cunningham

Ruth A. Cunningham

Ruth A. Cunningham

STATE OF KANSAS, Douglas

BE IT REMEMBERED, That on this 30th day of July, 1970, before me, the undersigned, a notary public

COUNTY, ss.

July

in and for the County and State aforesaid, came

Robert S. Cunningham and Ruth A. Cunningham, 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 14, 1971

Jess R. Gilmore

Notary Public.