

THIS INDENTURE, Made this fourth day of August, 1970
between Ralph O. Gimblet and Ruby J. Gimblet, Husband and Wife
of Douglas County, in the State of Kansas, as mortgagor.
and University State Bank, 955 Iowa Street, Lawrence, Kansas,
of Douglas County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of Six Thousand and no/100 DOLLARS, the receipt of which is hereby acknowledged, said mortgagor S. do hereby mortgage and warrant unto said mortgagee their heirs, successors and assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas to wit: Beginning at the Southwest corner of the North One-half of the Northwest Quarter of Section Five (5), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, thence East along the South line 15 chains and 35 links, thence North 9 chains and 77 links, thence West 15 chains and 35 links to West boundary of said quarter section, thence South along said West boundary 9 chains and 77 links to place of beginning, less the following: Beginning at a point 1013.1 feet East of the Southwest corner of the North One-half of the Northwest Quarter of said Section 5, thence North 644.82 feet; thence West 460.0 feet; thence South 483.05 feet; thence left 55 degrees and 18 minutes 284.17 feet to the point of intersection of South line of the North One-half of the Northwest Quarter of said Section 5, and the center of the right-of-way of Maple Lane; thence East 226.37 feet to the point of beginning, in the City of Lawrence, in Douglas County, Kansas.
Said mortgagor S. do hereby covenant and agree that at the delivery of this instrument they are the lawful owner S. 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 they 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 S. 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 Six Thousand and no/100 DOLLARS in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ 6,000.00 Dollars advanced by mortgagee to mortgagor S., 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 S. to mortgagee with interest at 9% per annum as follows:

Repayable in one payment of \$6,000.00 plus interest due November 2, 1970.

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 mortgage 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 S. shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, including abstract or title insurance expenses, because of the failure of mortgagor S. 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 S. shall pay or cause to be paid to said mortgagee their 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 S. have hereunto set their hands the day and year first above written.

Mortgagor

Ralph O. Gimblet

Ruby J. Gimblet

STATE OF KANSAS, Douglas COUNTY, ss.
BE IT REMEMBERED, That on this 4 day of Aug., 1970 before me,
the undersigned, a Notary Public in and for the County and State aforesaid, came

who personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

24-1971

1971

Chester H. Cohoon

Notary Public.

this release
was written
on the original
mortgage
entered
this 9th day
of October
1970
Janice Beem
Reg. of Deeds

Recorded August 6, 1970 at 10:46 A.M.

RECEIPT

Janice Beem Register of Deeds
October 7, 1970

\$6,000.00
RECEIVED of Ralph O. Gimblet and Ruby J. Gimblet, Husband and wife the within named mortgagors, the sum of Six thousand and no/100---DOLLARS, in full satisfaction of the within mortgage.
(Corp. Seal)

K. L. Ragland, President
University State Bank
Lawrence, Kansas