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22984 BOOK 158

REAL ESTATE MORTGAGE
(Direct Credit Plan)

Know All Men By These Presents, that

Harold G. Pippin and Josephine M. Pippin, his wife,

of Douglas County, Kansas, first parties, do hereby mortgage and warrant unto The Railroad Building, Loan and Savings Association, of Newton, Kansas, second party, the following described real estate lying and situate in the County of Douglas, in the state of Kansas, to wit:
North 263.55 feet of the West 165.25 feet of
the NW $\frac{1}{4}$ of Sec. 34, Twp. 12 South, Range 19,
Douglas County, Kansas

to secure the payment of the sum of -----Twenty-five Thousand and NO/100----- Dollars, loaned by second party to first parties according to the terms of one certain promissory note of this date, executed by first parties to second party, and to secure the payment of interest, taxes, insurance premiums, future advances, late-payment or other charges on said loan, in accordance with said note and the by-laws of second party, which are incorporated herein by this reference. 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 without written consent of mortgagee.

NOW, if first parties shall pay all of said sums of money according to the terms of said note and by-laws and this mortgage, and shall perform all other terms and conditions thereof on their part to be performed, then this mortgage shall be void, otherwise to be and remain in full force and effect.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to first parties by second party, and any and all indebtedness in addition to the amount above stated which first parties, or any of them, may owe to second party, 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.

It is further agreed that this mortgage shall include and cover all heating, plumbing, lighting and air-conditioning fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described, and which shall be considered as a part of said real estate.

First parties hereby assign to second party all rents and income from the real estate herein described, and authorize second party, or its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of first parties, and to deduct from said rents all costs of collection and administration, and to apply the remainder of the same on the debt hereby secured.

First parties herein are members of second party, a corporation organized and existing under the laws of the State of Kansas, and this mortgage is made and shall be construed in accordance with the by-laws of second party and the laws of the State of Kansas in every particular; provided, however, that in the event this loan is guaranteed under the Servicemen's Readjustment Act of 1944, if there is any conflict between the provisions of this mortgage and the rules and regulations of the Veterans Administration as of the date of the issuance of their certificate of guaranty, the latter shall govern.

WITNESS our hands this 17th day of September, 1970.

Harold G. Pippin

Josephine M. Pippin

State of Kansas, County of Johnson, SS.

Be It Remembered, that on the 30th day of October, 1970, before me, the undersigned notary public in and for said County and State, came Harold G. Pippin and Josephine M. Pippin, his wife, who are personally known to me to be the identical persons who executed the foregoing mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Betty A. Harman

Notary Public.

Commission expires September 24, 1974.

Recorded November 3, 1970 at 3:21 P.M.

Jamie Beam Register of Deeds