

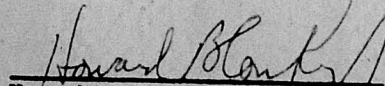
appurtenances thereunto belonging together defined in said Mortgage as premises"; and it is agreed that the principal sum hereof, together with accrued interest thereon in case of default as provided in said Mortgage, may at any time thereafter, without notice, become at once due and payable at the place of payment aforesaid, at the election of said holder, its successors and assigns, as in said Mortgage provided; and in case of default in the payment of any of the above installments of principal or of interest, or of any Additional Payment, that all of the principal sums above specified, with all accrued interest, shall at once become due and payable at the place of payment aforesaid. All homestead exemptions and stay laws are hereby expressly waived, and it is agreed that if any part of either said principal, interest or Additional Payment be not paid at their respective due dates, or shall become due and payable by reason of holders election as aforesaid, then the same, and each of the same, shall thereafter bear interest until paid at the rate of ten percent (10%) per annum.

Any renewals or extensions of this note, or of the time of payment of any installment of principal, interest and/or Additional Payment payable hereunder, either with or without notice to the Makers, Endorsers, Guarantors or Sureties hereof, if any, shall not release the Makers, Endorsers, Guarantors or Sureties or any of them, from their respective obligations with respect to the indebtedness secured hereby.

The Makers, Endorsers, Guarantors, and Sureties hereof hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor, and non-payment of this Note, and all defenses on the ground of any extension of time for the payment hereof, as aforesaid.

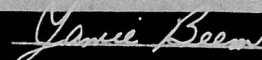
ATTEST:

CROSSGATES, INC.


Howard B. Conkey, Jr., Secretary


Allen L. Moore, President

Recorded November 17, 1970 at 3:45 P.M.

 Register of Deeds
Reg. No. 5,177
Fee Paid \$49.25

FHA FORM NO. 2120m
Revised October 1969

23152 MORTGAGE
BOOK 158

THIS INDENTURE, Made this 16th day of November, 1970, by and between
Carl A. Torneden and Stanett L. Torneden, his wife
of Douglas County, Kansas, Mortgagor, and
THE FIDELITY INVESTMENT COMPANY
under the laws of the State of Kansas, a corporation organized and existing
Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nineteen Thousand Seven
Hundred and no/100 ----- Dollars (\$ 19,700.00),
the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its
successors and assigns, forever, the following-described real estate, situated in the County of Douglas
State of Kansas, to wit:

Lot Eighteen (18), in Block Five (5), in Chaparral, an
Addition to the City of Lawrence, Douglas County, Kansas.

All wall to wall carpeting in the real estate.

"The express enumeration of the foregoing items shall not be deemed
to limit or restrict the applicability of any other language describing
in general terms other property intended to be covered hereby."

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.