

MORTGAGE

222-2-T. W.

Hall Litho. Co., Topeka

BOOK 158

23444

THIS INDENTURE, Made this Third day of December, 1970

between Thomas Cannon and Judith K. Cannon, husband and wife
of Onondaga County, in the State of New York, 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 ----- and NO/ DOLLARS,
Nine Hundred-----¹⁰⁰
the receipt of which is hereby acknowledged, said mortgagorS 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:
A part of "Reserve" in Lane's First Addition to the City of Lawrence,
Douglas County, Kansas, described as follows, to-wit: Beginning at the
Southeast corner of the Block bounded on the West by Illinois Street, on
the South by Eighth Street and on the East by Mississippi Street, said
point being the Northwest corner of Eighth and Mississippi Streets, thence
North along the East line of said Block 76.5 feet; thence West parallel
with Eighth Street, 76 feet, thence North parallel with Mississippi Street,
27 feet; thence West parallel with Eighth Street, 20 feet; thence South
parallel with Mississippi Street, 27 feet; thence East parallel with
Eighth Street, 7 feet; thence South parallel with Mississippi Street,
76.5 feet to the North line of Eighth Street; thence East along the North
line of Eighth Street, 89 feet to the place of beginning.

Said mortgagorS do hereby covenant and agree that at the delivery of this instrument they are
the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free
and clear of all incumbrances except First Mortgage to Capitol Federal Savings & Loan
Association, Lawrence, Kansas, for \$9965.04
Robert Wager for \$1000.00 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 mortgagorS 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
Nine Hundred and no/100 plus interest-----DOLLARS
in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$900.00 plus interest-----Dollars
advanced by mortgagee to mortgagorS, 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 mortgagorS to
mortgagee with interest at 11.13 per annum as follows:

Repayable \$42.00 per month beginning January 3, 1971. Final payment of
\$42.00 due December 3, 1972.

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 mort-
gage 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.

MortgagorS shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, includ-
ing abstract or title insurance expenses, because of the failure of mortgagorS 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 mortgagorS 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 mortgagorS have hereunto set their hands the day and year first above written.

Thomas Cannon
Thomas Cannon

Judith K. Cannon
Judith K. Cannon

Mortgagor