

573

Reg. No. 5,251  
Fee Paid 60.00

23467

23467

MORTGAGE—REAL ESTATE (Savings &amp; Loan)

P-255-2 TW Rev. 67

Hall Lath Co., Inc., Topeka

INDEXED  
NUMERICAL INDEX

STATE OF KANSAS,

Douglas County,

This instrument was filed for record on the  
18<sup>th</sup> day of December, 1970  
at 9:15 o'clock A. M.,

Book Page

Recording Fee \$3.00

Registration Fee \$60.00

Fee \$63.00

Paid this 18<sup>th</sup> Day of December, 1970  
No. 5,251

Register of Deeds

Deputy

BOOK 158

Loan No. 13211

THIS MORTGAGE, Made this 17th day of December

1970, between

Jack E. Gaumnitz and Janice T. Gaumnitz, 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

Twenty Four Thousand - - - - - and No Dollars  
100the 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, wit:Lot 23 in Holiday Hills Number Seven, an addition to the City of Lawrence, as shown  
by the recorded plat thereof, Douglas County, Kansas.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

Twenty Four Thousand and No/100 - - - - - Dollars (\$24,000.00)  
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: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 authorize 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 tenantable 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 hands the day and year first above  
written.

STATE OF KANSAS, Franklin

COUNTY, ss:

BE IT REMEMBERED, That on this 17th day of December, 1970, before me, the  
undersigned, a Notary Public in and for the County and State aforesaid, came

Jack E. Gaumnitz and Janice T. Gaumnitz, 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.

My commission expires

December 14, 1971

Notary Public.

Jess R. Gilmore



Recorded December 18, 1970 at 9:15 A. M.

Janice Beem Register of Deeds