

## REAL ESTATE MORTGAGE

(Direct Credit Plan)

24809 BOOK 160

*Know All Men By These Presents, that*

James L. Warren and Linda L. Warren, 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:

Lot 25, in Long Shadows, a subdivision in Douglas  
County, Kansas,

to secure the payment of the sum of Twenty-six 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 un-  
paid 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 fix-  
tures 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 30th day of March, 1971

James L. Warren  
James L. Warren

Linda L. Warren  
Linda L. Warren