

NO. **24691**  
MORTGAGE REAL ESTATE (Savings & Loan)

P-255-2 TW Rev. 67

**24691** Hall Litho. Co., Inc., Topeka

NUMERICAL INDEX

STATE OF KANSAS,

*Douglas* County, ss.

This instrument was filed for record on the  
*16th* day of *April*, 19 *71*

at *4:05* o'clock *P.* M.,

Book Page

Recording Fee : *3.00*

Registration Fee : *26,800.00*

Fee : *67.00*

Paid this *16th* Day of *April* 19 *71*

No. *5,563*

Register of Deeds

Deputy

BOOK 160

Loan No. *13266*

THIS MORTGAGE, Made this *16th* day of *April*

19 *71*, between

*James E. Niehoff and Diane M. Niehoff, 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-Six Thousand Eight Hundred* - - - - and No *100* Dollars

the 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*, to wit:

The South Half of the South 100 acres of the Southeast Quarter of Section 15, Township 15 South of Range 19, East of the Sixth Principal Meridian, 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-Six Thousand Eight Hundred and No/100* - - - - - Dollars (\$ *26,800.00* ) 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 authorizes 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 mortgage 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* hand *s* the day and year first above written.

STATE OF KANSAS,

BEFORE ME, Notary Public, That on this *16th* day of *April*, 19 *71*, before me, the undersigned, a

Notary Public

in and for the County and State aforesaid, came

*James E. Niehoff and Diane M. Niehoff, 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 *12-8*, 19 *74*

*Deloris A. Kruger* Notary Public.

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Recorded April 16, 1971 at 4:05 P.M.

*Janice Beam* Register of Deeds