right or remedy of the rtgagee of performance to require or enforce rr, as used herein, shall and obligations under igns of the Mortgagor, ccasion therefor arises.

Leved (SEAL)

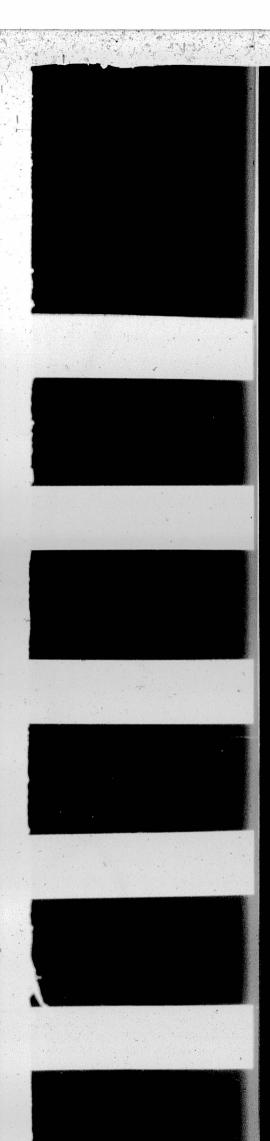
(SEAL)

ed to the foregoing

forth, including the

A.D. 19 71

Register of Deeds



25308 ТВООК 160

MORTGAGE

LOAN NO. 470789 This Indenture, Made this 2nd day of June A. D., 19⁷1 George W. Penfield and Wilma B. Penfield, husband and wife,

25, 308

Douglas of County, Kansas, Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of TWENTY THOUSAND AND

NO/100-----(\$20,000.00)---NO/100----the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its support of the County of Douglas cessors and assigns, forever, all the following described real estate, situated in the County of

> Lot Twenty-one (21) in HOLIDAY HILLS NO. 8, an Addition to the City of Lawrence, as shown by the recorded plat thereof, Douglas County, Kansas.

Included in, and to be a part of this mortgage is all wall-to-wall carpet.

It is agreed and understood that this is a Purchase Money Mortgage.

It is agreed and understood that this is a Purchase Money Mortgage.

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, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building 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 of 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 a part of the plumbing therein, or for any 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.

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is, the lawful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

Twenty thousand and the instrument is executed and delivered to secure the payment of the sum of advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date herewith, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure in addition to the original indebtedness, any future advances made to said mortgagor, or any of them or their successors in title, by the mortgagee, and any and all indebtedness in addition to the amount above stated which the said mortgagor, or any of them may owe to the 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; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collection out of the proceeds of sale through foreclosure or otherwise.

That if any improvements, repairs or alterations have been commenced and have not been completed more than four months prior to the date hereof, the mortgagor will receive the proceeds of this loan as a trust fund to be applied first to the payment of the costs of the improvements and that the same will be so applied before using any part of the total for any other purpose; that if work ceases on any proposed improvements, repairs, or alterations for a period of ten days or more, then said mortgagee may at its option, without notice, declare said indebtedness due and payable or said mortgagee may take possession of said premises and let contract for or proceed with the completion of said improvement, repairs, or alterations exceed the balance due said mortgagor by said mortgagee the such additional cost may be advanced by the mortgage and shall be railance due said mortgagor by said mortgage within ten days after completion of said improvements, repairs, or alterations; that said mortgagor by said mortgagee within ten days after completion of said improvements, repairs, or alterations; that said mortgagor pregardless of natural depreciation, will keep said property and the improvements thereon at all times in good repair, to pay promptly all taxes, insurance premiums, assessments, abstract and recording fees, levies, liabilities, obligations, principal, or interest on this or on any other encumbrance on said real property or to perform any other agreements, conditions, stipulations, or covenants as herein provided, the mortgagee may have such things done at mortgagor's cost and may make any reasonable expenditure or outlay necessary thereunder.

That if any part of said described property shall be condemned or taken for public use under eminent