

Reg. No. 5,774
Fee Paid \$62.50

MORTGAGE—Savings and Loan Form (Direct Reduction Plan) 257-2 TW

Hall Litho. Co., Inc., Topeka

25506 BOOK 160 MORTGAGE

Loan No. 2560

THIS MORTGAGE, made this 14th day of June 19 71, between

Kenneth E. Burkart and Evelyn M. Burkart, husband and wife,

of Lawrence, Kansas, as Mortgagor S, and HOME SAVINGS AND LOAN ASSOCIATION
of Atchison, Kansas, as Mortgagee.

WITNESSETH: That said Mortgagor, in consideration of the sum of

TWENTY-FIVE THOUSAND AND 00/100 * * * * * Dollars (\$ 25,000.00),
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:

LOT TWO (2) in Western Hills Suburban Rancheros, a subdivision of 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-FIVE THOUSAND AND 00/100 * * * * * Dollars (\$25,000.00)
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: \$176.70 on the 30th day of December 1971
and a like sum on or before the 30th day of each and every month thereafter until said
entire indebtedness, including principal and interest and future advances, is paid in
full.

THE LOAN EVIDENCED BY SAID NOTE and secured by this mortgage has been made by the Mortgagee by reason
of the personal and financial responsibility of mortgagors. The above real estate may be sold, conveyed or otherwise alienated
by mortgagors at any time subject to the lien of said mortgage, provided however, in such event, the undersigned agree that the
Mortgagee may, at its option and for any reason it deems to be sufficient, elect to declare all remaining principal and accrued
interest immediately due and payable and foreclose said mortgage.

In the event the above described real estate is so transferred, before this loan is paid, the Mortgagee may elect to accept
the assuming grantee and waive its right to accelerate this loan. In such event, the Mortgagee may charge and collect a mort-
gage transfer fee of \$75.00 for its services in making all required changes in its books, papers and records, and a fee not to
exceed 1% of the then unpaid principal as consideration to the Mortgagee for waiver of its contract right to accelerate this
loan and foreclose said mortgage. Failure to pay such transfer or waiver of acceleration fee shall constitute a default, and the
Mortgagee may, at its option, then declare all remaining principal and accrued interest of this loan immediately due and pay-
able and foreclose said mortgage.

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 hand S the day and year first above
written.

Kenneth E. Burkart

Evelyn M. Burkart