

This mortgage is also given to secure payment of any sum or sums of money which Mortgagee by agreement with Mortgagor may loan or advance to the Mortgagor at the date hereof or from time to time, with interest, and this mortgage is also given to secure payment of any other indebtedness, by whatever manner acquired, direct or contingent, that Mortgagee now holds or may acquire against the Mortgagor, provided that such loan or advancement is made or such indebtedness is acquired prior to the recorded release or discharge of this mortgage.

The Mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon and also agree to keep said property insured in favor of the Mortgagee in an amount satisfactory to Mortgagee; in default whereof the Mortgagee may pay the taxes and accruing penalties, interest and costs, and may insure the same at the expense of the Mortgagors, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage on the above described property, and shall bear interest at the rate of Ten Percent (10%) per annum until paid to the Mortgagee.

This mortgage shall be void if all payments are made as provided in said note and in this mortgage and if all other sums of money advanced by Mortgagee to or for the benefit of Mortgagor from time to time prior to the recorded release or discharge of this mortgage have been fully paid. Time is of the essence. If default is made in any such payment, then the whole of the principal secured by this mortgage, with interest, shall become immediately due and payable, at the option of the Mortgagee; and it shall be lawful for the Mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law, appraisement of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas being hereby expressly waived by the Mortgagors.

IN WITNESS WHEREOF, the Mortgagors have hereunto subscribed their names on the day and year first above written.

Max E. Good
Max E. Good

Elfrida Good
Elfrida Good

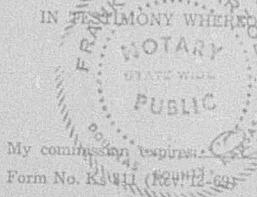
Mortgagors

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED, that on this 3 day of June 1971, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Max E. Good & Elfrida Good (Husband & Wife) to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



Frank W. Marzolf
Frank W. Marzolf Notary Public

My commission expires October 13, 1974
Form No. K-1011 (K-20112-69)

Recorded July 1, 1971 at 10:00 A.M.

Jessie Beem

Register of Deeds

Reg. No. 5,833

Fee Paid \$50.00

MORTGAGE—Savings and Loan Form

BOOK 161

25753

MORTGAGE

This Indenture, Made this 30th day of June A. D. 1971

by and between James B. Carothers and Beverly A. Carothers, husband and wife

of Douglas 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) DOLLARS, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas State of Kansas, to-wit:

Lots 1 and 2, in Block 5, in University Place, an Addition to the City of Lawrence, in Douglas County, Kansas.

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, storm 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, 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.

PROVIDED ALWAYS and this instrument is executed and delivered to secure the payment of the sum of Twenty thousand and no/100 DOLLARS, with interest thereon and such charges and 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.