

THIS MORTGAGE, made this 3rd day of September 1971, between

Ro Suh and Hwa Ok Suh, his wife

of Baldwin, Kansas, as Mortgagor, and

Franklin Savings Association of Ottawa, Kansas, as Mortgagee.

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

Twenty Thousand Six Hundred and No/100 ----- Dollars (\$ 20,600.00),

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 21 in Trail Side, a subdivision located in Baldwin City, Kansas;
 Subject to restrictions, reservations and easements of record, and
 subject to the balances due on Sewer Districts 7 and 8 of the City
 of Baldwin City, 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 Thousand, Six Hundred and no/100----- Dollars (\$ 20,600.00)

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:

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 tenable 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
 a id 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 hands the day and year first above
 written.

Ro Suh
 Hwa Ok Suh

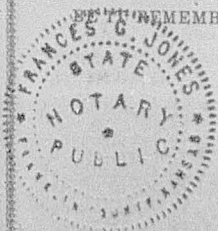
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STATE OF KANSAS,

Franklin

COUNTY, ss.

REMEMBERED, That on this 3rd day of September, 1971, before me, the



undersigned, a notary public in and for the County and State aforesaid, came

Ro Suh and Hwa Ok Suh, 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 September 16, 1973

Frances G. Jones Notary Public.

Recorded September 13, 1971 at 10:08 A.M.

Janice Beem Register of Deeds