In Witness Whereof, the said GEORGE W. HUNSINGER and MARY J. HUNSINGER, his wife, have hereunto set their hands and seals this 1st day of November, 1944.

George W. Hunsinger
Mary J. Hunsinger.

STATE OF KANSAS COUNTY OF DOUGLAS, SS

Be it remembered, that on this 21st day of November A.D. 1944 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came GEORGE W. HUNSINGER and MARY J. HUNSINGER, his wife, who are personally known to me to be the same persons who executed the within and foregoing instrument, and such persons duly acknowledged the execution of the same.

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

J. M. Clevenger
Notary Public Douglas County, Kansas

(SEAL) Term expires Feb. 3, 1947.

Recorded Nov. 24, 1944 at 10:20 A.M. - - - - - - - - - - - - Harold A. Beck Register of Deeds

This release was written on the original mortgage entered this 13 day of Sept 1945 Harold A. Beck Reg. of Deeds ~~Deputy~~

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Receiving No. 22166

Reg. No. 3999
Fee Paid $3.75

MORTGAGE

This Mortgage, made this 24th day of November, in the year One Thousand Nine Hundred and Forty-four by and between NELLIE K. ASHER AND DUDLEY C. ASHER, her husband of the County of Douglas, State of Kansas, parties of the first part, hereinafter referred to as "Mortgagor" whether one person or more, and City Bond and Mortgage Company, a corporation of Kansas City, Missouri, party of the second part, hereinafter referred to as "Mortgagee",

WITNESSETH THAT: The Mortgagor for and in consideration of FIFTEEN HUNDRED and no/100 Dollars ($1500.00) to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortgagee and to its successors and assigns forever all of the following described land and improvements thereon situated in the County of Douglas, State of Kansas, to-wit:

The North One Hundred (100) feet of Lot numbered Twelve (12) in Block numbered Seven (7) of Babcock's Addition, an addition to the City of Lawrence, in Douglas County, Kansas.

Together with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, venetian blinds, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, automatic water heaters, elevators, and all heating, lighting, plumbing, gas, electric ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security of the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto belonging unto the Mortgagee and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, The Mortgagor is justly indebted to the Mortgagee in the principal sum of FIFTEEN HUNDRED and no/100 Dollars ($1500.00) and has agreed to pay the same with interest thereon according to the terms of a certain note or obligation in said principal amount, bearing even date herewith and made payable to the order of the Mortgagee and executed by the Mortgagor and providing for the payment thereof as follows: FIFTEEN HUNDRED and no/100 ($1500.00) Dollars on the first day of December 1949. Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and all interest due at the time of such default shall, at the option of the legal holder or legal holders, become due and payable and both principal and interest are to bear interest at the rate of eight per cent per annum after maturity. and

WHEREAS, The Mortgagor does for himself and for his heirs, representatives, grantees and assigns, the owners of said lands, hereby expressly warrant, covenant, agree and stipulate to and with the Mortgagee and its successors, vendees and assigns:

FIRST: That the lien created by this instrument is a first and prior lien and encumbrance on the above described land and improvements.

SECOND: To pay the indebtedness as in said note provided.

THIRD: To procure and maintain policies of fire, windstorm, explosion, and war damage insurance on the buildings erected and to be erected upon the above described premises in a company or companies acceptable to the Mortgagee to the amount of FIFTEEN HUNDRED and no/100 Dollars ($1500.00) with no co-insurance clauses in the policies of insurance unless the Mortgagee shall consent thereto in writing, the losses, if any payable to the Mortgagee. It is further agreed that all policies of insurance of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to the Mortgagee for further securing the payment thereof and that all renewal policies shall be delivered to the Mortgagee at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged building as the Mortgagee may elect. If any of said agreements be not performed as aforesaid, then the Mortgagee may effect and procure such insurance, paying the cost thereof, and for the repayment of all moneys thus paid with interest thereon from the time of payment at the rate of eight per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note.

The Mortgagee is hereby expressly authorized and empowered by the Mortgagor to collect and receive from any insurer issuing policies of any kind covering said premises all such amounts as may be due or payable to the Mortgagor by way of unearned premiums or otherwise, on any such policy or policies of insurance, should said policy or policies of insurance be at any time cancelled for any cause or upon any ground, and upon the receipt of such unearned premium from such insurer or insurers, the Mortgagee is hereby authorized and directed to give a receipt therefor in the name, behalf and stead of the Mortgagor, as his agent. The Mortgagee is hereby further expressly given by the Mortgagor full power to endorse his name upon any checks or vouchers given in payment of said premiums so that the signature of the Mortgagee shall be taken with like effect as if the Mortgagor had individually signed or endorsed said checks or vouchers. All such moneys as shall be thus collected and received by the Mortgagee may be applied by it to the cost of procuring other insurance on the property conveyed by this deed, and any excess remaining, if any, to be applied toward payment of interest and/or principal then or thereafter accruing.

Know All men by These Presents, That City Bond and Mortgage Company, the mortgagee within named, does hereby certify that the within mortgage is fully paid, satisfied and discharged and authorize the Register of Deeds of Douglas County, Kansas to discharge the same of record. In Witness Whereof, City Bond and Mortgage Company has caused these presents to be signed by its President, and attested by its Secretary, and the corporate seal to be hereto affixed this 12th day of September, 1945.

City Bond and Mortgage Company
By W. O. Norman
President

Attest; W. L. Shepherd Secretary (Corp. Seal)