Reg. No. 5900
Fee Paid $9.60

MORTGAGE 33542 BOOK 93

Loan No. 33[illegible]-B

THIS INDENTURE, made this 16 day of September 1947, by and between

William F. Talbot and Vivian L. Talbot, husband and wife,

of Leavenworth County, Kansas, as mortgagor s , and THE LEAVENWORTH MUTUAL BUILDING, LOANING AND SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas with its principal office and place of business at Leavenworth, Kansas, as mortgagee:

WITNESSETH: That said mortgagor s for and in consideration of the sum of Three Thousand Eight Hundred

Dollars ($ 3800.00), the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the ~~City and County of Leavenworth~~ Eudora Douglas and State of Kansas, to-wit:

Lot Three (3) and the North Half (½) of Lot Four (4) in Block Two Hundred and Eighteen (218) in the City of Eudora, according to map or plat on file in the Register of Deeds office of said county and state.

Together with all apparatus, heating, lighting, and plumbing equipment, and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, 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, and warrant the title to the same. Said mortgagor s hereby covenant with said mortgagee that, at the delivery hereof, they are the lawful owner s of the premises above conveyed and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they 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 Three Thousand Eight Hundred Dollars ($ 3800.00), with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor s to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor s by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagor s or any of them, may owe to said 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.

The mortgagor s hereby assign to said mortgagee all rents and income arising at any and all times from said property and hereby authorize said mortgagee or its agents, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and this mortgage.

If said mortgagor s shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagor s shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisement waived.

This mortgage is given for money loaned for the purchase of the mortgaged premises and is a purchase money lien thereon.

This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor s have hereunto set their hands the day and year first above written.

William F. Talbot
Vivian L. Talbot

STATE OF KANSAS, County of Leavenworth } ss.

BE IT REMEMBERED, that on this 22 day of September A. D., 1947, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came William F. Talbot and Vivian L. Talbot, husband and wife,

who are personally known to me to be the same person s who executed the within mortgage, and such person s duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL)
My Comm. Expires September 25, 1949

Fred W. Orlowske
Notary Public

Recorded September 23, 1947 at 11:05 A.M.

Harold A. Beck Register of Deeds.

Satisfaction and Release

The debt secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release the same of record forthwith. Dated at Leavenworth, Kansas this 22nd day of July, 1948. The Leavenworth Mutual Building Loaning and Savings Association
(Corp Seal) By F. W. Orlowske Secretary-Treasurer

Harold A. Beck
Register of Deeds
Dorothy [illegible]
Deputy