

36671 BOOK-95
KANSAS MORTGAGE

THIS MORTGAGE, Made this Third day of September A. D. 1918
by and between Robert B. Gorrill and Billie L. Gorrill, husband and wife, --

of the County of Douglas and State of Kansas
parties of the first part, for the purpose of this instrument hereinafter called MORTGAGOR, and
MERRIMAN MORTGAGE COMPANY, of Kansas City, Missouri, party of the second part, for the
purpose of this instrument hereinafter called MORTGAGEE;

WITNESSETH: That said MORTGAGOR for and in consideration of the sum of -----
Forty Thousand and no/100 ----- DOLLARS
paid to said mortgagee by said mortgagee, the receipt of which is hereby acknowledged, does by
these presents Grant, Bargain, Sell and Convey unto the said mortgagee, its successors and assigns,
all of the following described real estate situated in the County of Douglas
and State of Kansas, to-wit:

All of the East 25 feet of Lots 11 and 12, UNIVERSITY HEIGHTS,
an addition to the City of Lawrence, Douglas County, Kansas.

Subject to reservations, restrictions, and covenants of record,
if any.

The holder of the note or notes secured by this mortgage shall be subrogated for further security to the lien, though released of record, of any prior encumbrance or vendor's lien on said premises paid out of the proceeds of this loan.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said mortgagee, and to its successors and assigns, forever. And it is hereby covenanted and agreed that at the delivery hereof mortgagee is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and mortgagee will warrant and defend the same in the quiet and peaceable possession of mortgagee, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

As additional and collateral security for the payment of the note or notes hereinafter described, the mortgagee hereby assigns to said mortgagee, its successors and assigns, all of the rights and benefits accruing to the mortgagee under all oil, gas, mineral or other leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said mortgagee, its successors and assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums