

Know All Men by These Presents

That I. C. ANDERSON and OPAL ANDERSON, husband and wife

of Douglas County, Kansas, hereinafter called the mortgagor, mortgages and warrants to the John Hancock Mutual Life Insurance Company, a Massachusetts corporation with its principal office at 200 Berkeley Street, Boston, Massachusetts, hereinafter called the mortgagee, the following described real estate in Douglas County, Kansas:

The east half of the southwest quarter ($E\frac{1}{2}SW\frac{1}{4}$) of section fourteen (14); the north $17\frac{1}{2}$ acres of the east half of the northwest quarter ($17\frac{1}{2}A E\frac{1}{2}NW\frac{1}{4}$) of section twenty-three (23), also beginning 196 feet south of the $1/8$ corner of the north line of the northwest quarter ($NW\frac{1}{4}$) of section twenty-three (23), thence west 376 feet, thence south 386 feet, thence east 376 feet, thence north 386 feet to point of beginning, all in township thirteen (13) south, range eighteen (18) east of the sixth principal meridian.

together with all improvements now or hereafter erected on said real estate, together with the rents, issues and profits thereof and together with the tenements, hereditaments and appurtenances thereunto belonging, all of which are hereinafter called the premises.

To Have and to Hold the same unto the mortgagee forever.

Provided, However, That this mortgage is given to secure the performance and observance of the covenants and agreements herein contained and to secure payment of the principal sum of SEVEN THOUSAND TWO HUNDRED & NO/100 Dollars (\$7,200.00) with interest thereon, payable in installments, the balance of which is due on or before August 1, 1979, according to the terms of a note of even date herewith, executed and delivered by the mortgagor to the order of the mortgagee.

The Mortgagor Hereby Covenants and Agrees:

1. To pay said note in accordance with its terms.
2. To pay before they become delinquent all taxes, assessments and charges of every nature levied or assessed against the premises and upon the rents, issues or profits thereof.
3. To keep the improvements now or hereafter erected upon the premises insured against fire and such other casualties as the mortgagee may from time to time require; that all insurance will be in forms, in companies and in sums, satisfactory to the mortgagee; that all insurance policies shall be held by, be for the benefit of and first and solely payable to the mortgagee; that at least fifteen days before expiration a new and sufficient policy will be delivered to the mortgagee to replace any expiring policy; that all monies recoverable under any policy are hereby assigned to the mortgagee; that the amount or any part thereof collected under any policy may be applied upon any one or more of the obligations secured hereby, whether then due or not, or be used to replace or restore the improvements to a condition satisfactory to the mortgagee, or be released to the mortgagor, and any one or more of the preceding alternatives may be exercised in part or in whole and in such order as the mortgagee may determine; that the mortgagor hereby appoints the mortgagee attorney irrevocable of the mortgagor to assign all policies to the mortgagee in the event of the foreclosure of this mortgage or transfer to the mortgagee of the title to the premises in extinguishment of the debt hereby secured.
4. To pay all sums the failure to pay which may result in a lien prior to the lien of this mortgage, before any such prior lien may attach.
5. To keep the premises in good condition and repair and not to commit or permit strip or waste or any act by which the value of the premises may be impaired.
6. That if the mortgagor shall fail to keep and perform any of the covenants or agreements of this mortgage, the mortgagee, at its option and without notice, may perform same, and any sums expended in so doing shall be paid by the mortgagor to the mortgagee on demand together with interest at the rate of ten per centum per annum from the date expended and shall be secured by this mortgage and have the benefit of the priority of the lien hereby created.
7. That the mortgagee shall be subrogated to the lien, although released of record, of all encumbrances paid out of the proceeds of the loan secured by this mortgage.