

64838

BOOK 117

## MORTGAGE

LOAN NO.

This Indenture. Made this 10th day of January A. D. 19 58

by and between Bernard Leroy Miller and Helen Miller, husband and wife,  
 of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS AND LOAN ASSOCIATION,  
 a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of One Thousand Six Hundred  
Fifty and No/100 (\$1,650.00) DOLLARS,  
 the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its suc-  
 cessors and assigns, forever, all the following described real estate, situated in the County of Douglas, State of  
 Kansas, to-wit: Beginning at the Southeast corner of the South half of the West half of

Block No. Thirty-One (31), thence North 300 feet, thence West 95 feet, thence South  
 300 feet, thence East 95 feet, to the point of beginning, all in West Lawrence, an  
 Addition to the City of Lawrence.

ALSO: The North 120 feet of the following described tract: Beginning 95 feet  
 East of the Southwest corner of the South half of the West half of Block No. Thirty-  
 One (31), in that part of the City of Lawrence, known as West Lawrence, thence North  
 300 feet, thence East 100 feet, thence South 300 feet, thence West 100 feet to the  
 place of beginning.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and  
 appurtenances thereunto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fix-  
 tures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures,  
 refrigerators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of  
 whatever kind and nature at present contained or hereafter placed in the building now or hereafter standing on the  
 said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate  
 or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of  
 heating, lighting, or as a part of the plumbing therein, or for any purpose appertaining to the present or future use or  
 improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part  
 of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall  
 be considered as annexed to and forming a part of the free hold and covered by this mortgage; and also all the estate,  
 right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the  
 premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encum-  
 brances and that he 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 One  
Thousand Six Hundred Fifty & No/100 (\$1,650.00) DOLLARS, with interest thereon and such charges and  
 advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date here-  
 with, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this  
 reference, payable as expressed in said note, and to secure the performance of all of the terms and conditions con-  
 tained in said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure any future advances  
 made to said mortgagor, or any of them, by the mortgagee, and any and all indebtedness in addition to the amount  
 above stated which the said mortgagor, or any of them may owe to the 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; and upon the maturing of the present indebtedness for any cause, the total debt  
 on any such additional loans shall at the same time and for the same specified causes be considered matured and draw  
 ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

Mortgagor agrees to keep and maintain the buildings 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 also agrees to pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee,  
 including abstract expenses, because of the failure of mortgagor to perform or comply with the provisions in said note  
 and in this mortgage contained, and the same are hereby secured by this mortgage.

Mortgagor hereby assigns to mortgagee the rents and income arising at any and all times from the property mort-  
 gaged to secure this note, and hereby authorize 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 insurance premiums, taxes, assess-  
 ments, repairs or improvements necessary to keep said property in tenable condition, or other charges or payments  
 provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the  
 unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner  
 prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise.

If said mortgagor shall cause to be paid to 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 accord-  
 ance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage con-  
 tained, then these presents shall be void; otherwise to remain in full force and effect, and mortgagee shall be entitled  
 to the immediate possession of this mortgage or take any other legal action to protect its rights, and from the date of such  
 default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisalment and all  
 benefits of homestead and exemption laws are hereby waived.

WHENEVER USED, the singular shall include the plural, the plural the singular, and the use of any gender shall be  
 applicable to all genders.

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

In Witness Whereof, said mortgagor has hereunto set his hand the day and year first above written.

Bernard Leroy Miller  
 Bernard Leroy Miller

Helen Miller  
 Helen Miller