

MORTGAGE 64906

BOOK 117

LOAN NO.

This Indenture, Made this 21st day of January A. D. 19 58
 O. L. Miller and Velma B. Miller, husband and wife;
 by and between and J. H. Hardister and Addene Hardister, husband and wife,
 of Douglas County, Kansas, Mortgagee, and ANCHOR SAVINGS AND LOAN ASSOCIATION,
 a corporation organized and existing under the laws of Kansas, Mortgagee;
 WITNESSETH, That the Mortgagee, for and in consideration of the sum of Nine Thousand Five Hundred
and NO/100 (\$9,500.00) 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:

The West 38.68 feet of Lot Five (5) and the East 22 feet of Lot Six (6),
 in Block Six (6), in Edmonds Addition to the City of Lawrence.

The Mortgagees further agree that should the construction of the improvements on
 the property above described not be completed within six (6) months from the above
 date, the Mortgagee, its successors and assigns, may at its option, declare all sums
 secured hereby immediately due and payable. *cbm, lbm, JH, AH.*

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and
 appurtenances thereto 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 Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

AND ALSO the Mortgagee covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the
 premises above conveyed and seised 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 granted and delivered to secure the payment of the sum of Nine
Thousand Five Hundred and NO/100 (\$9,500.00) 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 mortgagee 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 mortgagee, or any of them, by the mortgagee, and any and all indebtedness in addition to the amount
 above stated which the said mortgagee, 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.

Mortgagee 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.

Mortgagee 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 mortgagee to perform or comply with the provisions in said note
 and in this mortgage contained, and the same are hereby secured by this mortgage.

Mortgagee hereby assigns to mortgagee the rents and income arising at any and all times from the property mor-
 taged to secure this note, and hereby authorizes 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 tenantable 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 mortgagee 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 all of said premises and may, at its option, declare the whole of said note due and payable
 and have foreclosure 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. Appraisement 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 mortgagee has hereunto set his hand the day and year first above written.

O. L. Miller
 O. L. Miller
Velma B. Miller
 Velma B. Miller

J. H. Hardister
 J. H. Hardister
Addene Hardister
 Addene Hardister

STATE OF KANSAS,

County of Douglas }Be it remembered, that on this 21stday of JanuaryA. D. 19 58

before me, the undersigned, a Notary Public in and for the
 County and State aforesaid, came O. L. Miller and Velma B. Miller, husband and wife; and

J. H. Hardister and Addene Hardister, husband and wife,

who are personally known to me to be the same persons who executed the within instrument of writing, and such per-
 sons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.



Ruth M. Sawyer
 Ruth M. Sawyer, Notary Public.

My Commission Expires May 519 60