

65669

BOOK 118

## MORTGAGE

LOAN No. DR 3385

## This Indenture,

Made this 14th day of April

A.D. 1958

between Arnold Glen Wiley and <sup>Ruth</sup> Loretta Wiley, his wife  
in the State of Kansas, of the first part, and the Shawnee Federal Savings and Loan Association, a corporation, of Topeka, Kansas, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

EIGHTY NINE HUNDRED \* \* \* \* \* DOLLARS,

the receipt of which is hereby acknowledged, and any additional advances made by the mortgagee to the mortgagor s, do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of ~~Shawnee~~ <sup>Douglas</sup> and State of Kansas, to-wit:

Lot One (1), Block Three (3), of the Replat and Subdivision of Block Three (3) and Four (4), in Southwest Addition, an Addition to the City of Lawrence, Kansas.

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed in the building upon said premises, as well as all garages and other outbuildings placed and/or to be placed upon said premises, whether the same are upon or off of foundations.

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.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of

EIGHTY NINE HUNDRED \* \* \* \* \* DOLLARS,

with interest thereon, and such charges and additional advances, including money advanced for taxes, insurance and repairs as may become due to said party of the second part under the terms and conditions of the promissory note secured hereby, to be repaid under the terms and conditions of such promissory note.

Mortgagor s hereby assigns to mortgagee the rents and income arising at any and all times from the property mortgaged to secure said 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, assessments, 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 including charges and additional advances 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 foreclosures or otherwise.

NOW, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said promissory note, in accordance with the terms thereof, and any additional advances, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said promissory note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisement.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hand s the day and year first above written.

STATE OF KANSAS } ss.  
COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 14th day of April, A.D. 1958

before me, the undersigned, a Notary Public in and for the County and State aforesaid came Arnold Glen Wiley and <sup>Ruth</sup> Loretta Wiley, his wife

who are personally known to me to be the same person s who executed the within instrument of writing and such person s 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.

My Commission expires April 13, 1959

Notary Public.

From original  
was in the  
on the original  
mortgage  
this 12 day  
of May  
1958  
J. A. McCauley