

MORTGAGE—Savings and Loan Form

65784

BOOK 118

MORTGAGE

LOAN NO.

This Indenture, Made this 7th day of May A. D. 19 58

by and between Byron A. Beery and Evalyn H. Beery, 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 Three Thousand Four Hundred
and No/100 (\$3,400.00) ————— 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:

Lot No. Ten (10) on Pinckney Street (now Sixth Street), less the
South 47½ feet thereof, in the City of Lawrence.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and
appurtenances hereunto 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 Three
Thousand Four Hundred and No/100 (\$3,400.00) — 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 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 foreclosures 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 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 mortgagor has hereunto set his hand the day and year first above written.

Byron A. Beery

Evalyn H. Beery

Evalyn H. Beery