

F. & B. Statutory Mortgage  
Kansas-Okla. Form

68087 BOOK 120

## MORTGAGE

Richard D. Boice and Margaret M. Boice, husband and wife, -as mortgagors  
MORTGAGE and WARRANT to The Farmers & Bankers Life Insurance Company, mortgagee, of Wichita,  
Kansas, the following described property, with appurtenances and fixtures now or hereafter placed on the premises,  
situated in Douglas County, Kansas, to-wit:

The East 83.8 feet of Lot Fourteen (14) in Westwood,  
-an Addition to the City of Lawrence,

5. Mortgagors have assigned The Farmers & Bankers Life Insurance Company Policy #203248 for \$30,000, on the life of Richard D. Boice, as additional security for the indebtedness described herein, and agree to pay all premiums when due and to keep said policy in full force and effect, until the indebtedness is fully paid. The proceeds of said policy, or so much thereof as may be necessary if the death of the insured intervenes before said indebtedness is paid in full, shall be applied to the liquidation of payment of said loan. In the event of default, as provided in the Assignment of Life Insurance as Security for Loan, this day executed, Mortgagee, its successors or assigns, is hereby authorized and empowered without notice and without demand for payment by the insured, his legal representatives or assigns, to cancel said policy at any time and to apply the cash surrender value of said policy, if any, to the payment of the amount due on said aforementioned note and any and all expense of foreclosure; or Mortgagee, its successors or assigns, may continue to hold said cash surrender value as collateral security in place of said policy and/or exercise any other options granted in said policy on surrender or lapse thereof, as it may elect, to secure the payment of Thirty Thousand and No/100 - - - - -

dollars (\$ 30,000.00 ) evidenced by a note of even date in said amount payable to the mortgagee, with interest as therein stated, and payment thereof being due: in monthly payments as provided in said note.

The mortgagors further agree, for the protection of the rights of the mortgagee, or its assigns, as follows:

1. To pay, as soon as due, all taxes, assessments and encumbrances, which may be, or appear to be, liens against the property, and to pay and settle promptly, or cause to be removed by suit or otherwise, all adverse claims against said property, and that in case said taxes, assessments or encumbrances so agreed to be paid by mortgagors be not so paid, that then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagor pay such taxes, assessments or encumbrances, and all sums expended by the mortgagee in doing any or all of the things authorized in this mortgage shall be secured by the mortgage, with interest thereon at the highest lawful rate.
2. The mortgagors agree to furnish insurance on buildings on said premises against fire, tornado, and other hazard insurance in such form, and for such coverage, and in such companies as will be acceptable to the mortgagee, and to continue the same at the expense of the mortgagors until the indebtedness hereby secured is fully paid, and in an amount of not less than \$30,000.00. . . and loss if any payable to mortgagee, and deliver said policy or policies to the mortgagee; and in case of fire, the mortgagee may make proof of loss and collect the proceeds of said policy, or so much thereof as will cover the loss, apply the same as a credit on the indebtedness hereby secured, whether due or not, and may at its election apply the same to the repair or rebuilding of said building or buildings. In case of failure to insure or maintain insurance as agreed, or on failure to deliver said policies to the mortgagee, or on default in the payment of any premium on any such policy when due, the mortgagee may procure and maintain such insurance and pay any and all premiums thereon and collect the cost thereof with interest at the highest legal rate, from the mortgagors, and the same with interest as aforesaid shall be a lien on said premises and be secured by this mortgage and collected in like manner as the principal sum hereby secured.
3. To keep all buildings, fences and other improvements on said real estate in good repair, and permit no waste thereon, and it is also agreed that the rents and profits of said premises and the rents, profits, revenues and royalties accruing to the mortgagors under all oil and gas leases, now or hereafter placed on said premises, are pledged to the mortgagee, its successors and assigns, as additional collateral security, and said mortgagee shall be entitled, in the event of such default, to possession of said premises, by receiver or otherwise. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to possession and control of the premises herein described and/or to have a receiver appointed, and to collect the rents and profits thereon, under the direction of the court, and the net amount so collected by such receiver shall be applied, under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage, provided, however, that this assignment shall terminate and become null and void upon the release of this mortgage. In the event foreclosure proceedings are begun, appraisal of the property herein mortgaged is waived or not at the option of the mortgagee or the then holder of this mortgage, to be exercised at the time such foreclosure proceedings are begun.
4. The makers hereof further agree to pay monthly, in addition to the payments described in the note secured hereby, an amount equal to one-twelfth of the taxes and special assessments levied for the current year estimated to be \$ a month and authorizes The Farmers & Bankers Life Insurance Company at its option, to use the above funds for the payment of such taxes and special assessments as they are due and payable. If the payments thus estimated are not sufficient to pay accruing taxes and special assessments, the makers hereof agree to increase such monthly payments sufficiently or to pay any deficiency upon demand. Excess reserve deposits under this paragraph will be repaid to makers upon demand.  
The makers agree to perform the requirements of #5 stated above.  
The violation of any of the foregoing agreements shall, at the option of the mortgagee, without notice, cause the indebtedness hereby secured to become due and payable.

All agreements made and obligations assumed hereby by mortgagors, and all rights and privileges herein granted to the mortgagee, shall be binding upon and accrue to their respective heirs, executors, administrators, successors and assigns.

WITNESS our signatures this 17th day of December, 1958.

*John B. Cheney*  
*John B. Cheney*

*Richard D. Boice*  
Richard D. Boice  
*Margaret M. Boice*  
Margaret M. Boice

Has Partial Release due each 1st Page-8