

Reg. No. 15,951

Fee Paid \$10.75

MORTGAGE
(KANSAS SHORT FORM)

73578

BOOK 124

Ralph W. Schlotzhauer and Ethel Schlotzhauer, husband and wife, as
mortgagor^s of Douglas County, Kansas, mortgage, convey and
warrant unto Ervin R. Schlotzhauer and Clara M. Schlotzhauer, mortgagees, the following described real
estate situated in Douglas County, Kansas, to-wit:

Northwest 1/4 Quarter of Section 11, Twp 15, Range 18, Douglas County, Kansas
Subject to first mortgage given to John H. Brecheisen and wife for amount of
\$11,500.00 dated Feb. 13, 1960

to secure the payment of Four Thousand Three Hundred and no/100 - - - - - (\$4,300.00)
with interest thereon according to the terms of a certain note of even date herewith, executed and delivered by
the said mortgagor^s; payable to the order of said mortgagee - - - - - its heirs or assigns,
according to the terms thereof.

The mortgagor^s warrant that the real estate hereby conveyed is free and clear of all encumbrances.

The mortgagors covenant and agree that together with and in addition to the monthly payments of principal
and interest payable under the terms of the note secured hereby, the mortgagors will pay each month to the
mortgagee, until the said note is fully paid, a sum equal to one-twelfth of the amount of the annual real estate
taxes and assessments levied or to be levied against the premises covered by this mortgage and also one-twelfth
(1/12) of the known or estimated yearly premiums that will become due and payable to maintain the insurance
in force on said property. The mortgagee shall hold said monthly payments in trust to pay such taxes, assess-
ments and insurance when due.

The above named mortgagor^s agree to pay all taxes as herein provided before same become delinquent,
and they agree that they will, until the said debt is paid, keep the building erected on said premises
insured to the amount of adequate for the benefit of the holder of this mortgage, in an insurance company
acceptable to the mortgagee, and upon failure to comply with the foregoing conditions, it is agreed that the
holder of this mortgage may pay the taxes and the cost of insurance and the amount so paid shall bear interest
at the rate of 10% per annum from the date of payment and be an additional lien upon the mortgaged real estate,
concurrent with and collected in the same manner as the principal debt hereby secured, and as additional and
collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the under-
signed hereby transfers, sets over and conveys to the mortgagee, all rents, or other income that may from time
to time become due and payable under any lease of any kind now existing or that may hereafter be executed
or come into existence, covering the land described herein, or any portion thereof, with authority to collect the
same. Which rights are to be exercised by said mortgagee only in the event of delinquency or default in com-
pliance with the terms of this mortgage and note hereby secured, and this rental assignment shall be void if such
payment be made as provided in said note.

Now, if payment is made as provided, this mortgage shall be released at the cost of mortgagor, which
costs they agree to pay; but if default is made in said payments or any of them at the time, and
time specified, the holder of the mortgage may without notice, elect to declare the whole debt due, and there-
upon, this mortgage shall become absolute, and the holder thereof may immediately cause this mortgage to be
foreclosed in the manner provided by law.

Witness their hand this 13th day of February, 1960

Ralph W. Schlotzhauer
Ralph W. Schlotzhauer
Ethel Schlotzhauer
Ethel Schlotzhauer