

73982 BOOK 125

M O R T G A G E

THIS MORTGAGE, made this 14th day of July, 1960, between WILLIAM B. DUNCAN and BEULAH T. DUNCAN, his wife, of Douglas County, Kansas, MORTGAGORS, and W. R. DUCKETT, of Shawnee County, Kansas, MORTGAGEE:

WITNESSETH: That MORTGAGORS, for and in consideration of the sum of Fourteen Thousand and No/100 Dollars (\$14,000.00), to them paid by MORTGAGEE, do hereby convey, mortgage and warrant the real property situated in Douglas County, Kansas, described as:

Lot Nine (9), in Block E, in Lawrence Heights, an  
Addition to the City of Lawrence,

together with the rights, easements, hereditaments and appurtenances thereto belonging.

As additional security, MORTGAGORS hereby assign to MORTGAGEE any and all rents on the premises herein described, in the event of default in the payment of the debt hereby secured or in the performance of any obligation herein contained.

This grant is intended as a mortgage to secure the payment of the indebtedness evidenced by one promissory note of even date herewith for the principal sum of Fourteen Thousand and No/100 Dollars (\$14,000.00), with interest at the rate of six per cent (6%) per annum, principal and interest payable as therein provided, executed by said MORTGAGORS in favor of MORTGAGEE, and this conveyance shall be void if such payments be made as in said note provided and as herein specified.

MORTGAGORS agree to pay said promissory note pursuant to its terms and provisions, and pay all other sums of money hereby secured promptly when the same become due and payable, and perform fully, promptly and without demand all covenants, agreements and obligations upon the part of the MORTGAGORS to be performed hereunder.

MORTGAGORS shall pay immediately, when they become due, all taxes and assessments levied against said premises, or which affect this mortgage or the indebtedness hereby secured, and will keep said premises insured in an amount not less than the balance due on the indebtedness secured hereby, with loss-payable clause to MORTGAGEE, as his interest may appear.

MORTGAGORS shall not commit, permit or suffer waste on said property, and shall keep and maintain said property in good condition and repair.