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76328 BOOK 127 MORTGAGE-Sevings and Loan Form-(Direct Reduction Plan) 255-2 Hall Litho, Co., Topska MORTGAGE Loss No. 4190 day of March , 1961 , by and between THIS INDENTURE, made this 4th Harry A. North and Betty Ann North, his wife Douglas County, Kansas, as mortgagor 5, and Ottawa Savings and Loan Association \_, a corporation organized and existing under the laws of Kansas with its principal affice and place of business at Ottawa, Kansas, as mortgagees WITNESSETH: That said mortgager. ..., for and in consideration of the sums of Fifty five hundred and no/100 - - - - - - - - - - Deliars (\$ 5500.00 Sec. 6 the receipt of which is hereby acknowledged, do \_\_\_\_\_by these presents mortgage and warrant unto said mortgages, its succes and assigns, forever, all the following described real estate, situated in the county of \_\_\_\_\_Duglas Lot 131 and the West 1/2 of Lot 129, on Indiana Street in the city of Baldwin, Douglas County, Mansas. Together with all beating, lighting, and plumbing equipment and fixtures, including stokers and burners, acreens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on and property or bereafter placed thereon. TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurts ersunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor\_fi\_hereby covenant\_\_ with said mortgages that \_ the Y \_ BIE , at the delivery hereof, the lawful owner E of the premises above conveyed and that the Y 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 the terms It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said nortgagor. 5. by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or ny of Deam, may owe to said mortgages, however evidenced, whether by note, book account or otherwise. This mortgage shall smain in full force and affect between the parties hereto and their heirs, personal representatives, successors and assigns, until il achounts secured hereunder, including future advances, are paid in full with interest. The mortgagor. 5. hereby assign ... to said mortgages all rents and income arising at any and all times from said property and hereby authorize said mortgages or its agent, as its option, upon default, to take charge of said property and collect all result and income therefrom and apply the same to the payment of interset, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in temantable condition, or to other charges or payments provided for herein or in the note hereby sectored. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of pomession hereunder shall in on manner prevent or retard said moringnes in the collection of said sums by foreclosure There are no unpaid labor or material bills outstanding which would result in a mechanic's lien against this property. Any transfer of said real estate shall be subject to the condition that the purchaser or purchasers shall also be liable for payment of such indebtedness. the The failure of the mortgragee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgrage. If said mortgager. A shall cause to be paid to said mortgages 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 securidance with the terms and provisions thereof, and if said mortgagoral shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to romain in full force and effect, and said mortgages shall be entitled to the pos-session of all of said property, and may, at its option, declare the whole of said note and all indectadness represented thereby to be immediately due and payable, and may foreclase this mortgage or take say other legal action to protect its right, and from the date of such signal literation of indebtedness secured hereby shall draw interest at 10% per ennum. Appraisement waived. This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties berets. IN WITNESS WHEREOF, said mortgagor 3 have hereunto set their hand 5 the day and year first above written. Harry A. North Betry An North Betry Ann North Betry Ann North 17404 6M 8 50 ATT. REV. 4-50

Martin Providencia