

76392 MORTGAGE BOOK 127

THIS INSTRUMENT, made this 30th day of March, 1961, between Robert L. Benson and Ruth Nan Benson, husband and wife

of Lawrence in the County of Douglas and State of Kansas part 108 of the first part, and THE LAWRENCE BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, party of the second part.

WITNESSETH, that the said parties 108 of the first part, in consideration of the loan of the sum of Thirty-Five Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have VE sold and by this instrument do GRANT, SUBSTANTIAL, SELL and MORTGAGE to the said party of the second part, its successors and assigns, the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot Thirty-nine (39) and the West 36 1/3 feet of Lot Forty (40) in Block Two (2) in Belmont Addition, an Addition to the City of Lawrence

Together with all heating, lighting, and plumbing equipment and fixtures, including stoves and burners, screens, 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 said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

And the said part 108 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 108 of the first part shall at all times during the life of this instrument, pay all taxes and assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured for loss from fire and extended coverage in such sum and by such insurance company as shall be specified and directed by the party of the second part, the less, if any, made payable to the party of the second part to the extent of its interest. And in the event that said part 108 of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this instrument, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

This grant is intended as a mortgage to secure the payment of the sum of Thirty-Five Hundred and no/100 DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 30th day of March, 1961, and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation, also to secure all future advances for any purpose made to part 108 of the first part by the party of the second part, whether evidenced by note, book account or otherwise, up to the original amount of this mortgage, with all interest accruing on such future advances according to the terms of the obligation thereof, and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 108 of the first part shall fail to pay the same as provided in the instrument.

Part 108 of the first part hereby assigns to party of the second part the rents and income arising at any and all times from the property mortgaged to secure said written obligation, also all future advances hereunder, and hereby authorizes party of the second part 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, assessments, repairs or improvements necessary to keep said property in tenable condition, or other charges or payments provided for in this mortgage or in the obligations hereby secured. This assignment of rents shall continue in force until the unpaid balance of said obligations is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard party of the second part in collection of said sums by foreclosure or otherwise.

The failure of the second part to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said obligations and in this mortgage contained.

If said part 108 of the first part shall come to be paid to party of the second part, the entire amount due it hereunder and under the terms and provisions of said note hereby secured, and under the terms and provisions of any obligation hereafter incurred by part 108 of the first part for future advances, made to them by party of the second part whether evidenced by note, book account or otherwise, up to the original amount of this mortgage, and any extensions or renewals hereof and shall comply with all of the provisions in said note and in this mortgage contained, and the provisions of future obligations hereby secured, then this conveyance shall be void.

If default be made in payment of such obligations or any part thereof or any obligations created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if it is found in connection with this instrument it is given shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part, its successors and assigns, to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the party of the first part. Parties 108 of the first part shall pay party of the second part any deficiency resulting from such sale.

It is agreed by the parties hereto that the terms and provisions of this instrument and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 108 of the first part have VE hereto set their hands and seals the day and year last above written.

Robert L. Benson (SEAL) Ruth Nan Benson (SEAL)
Robert L. Benson (SEAL) Ruth Nan Benson (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 30th day of March, A. D. 1961, before me, a Notary Public in the aforesaid County and State, came Robert L. Benson and Ruth Nan Benson, husband and wife to me personally known to be the same persons SE who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires April 21, 1962

L. E. Eby
Notary Public

Recorded March 31, 1961 at 8:05 A.M.

RELEASE

The undersigned, owner of the within mortgage, hereby acknowledges the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 20th day of March 1967

(Corp Seal)

FILED
APR 1 1967
DOUGLAS COUNTY
KANSAS
RECORDED
BY
J. E. EBY
NOTARY PUBLIC
OFFICE OF CLERK

The Lawrence Savings Association formerly known as
THE LAWRENCE BUILDING AND LOAN ASSOCIATION Mortgagee.
by M.D. Vaughn, Exec. Vice President