

MORTGAGE—Savings and Loan Form

7679

MORTGAGE

This Indenture, Made this 8th day of

by and between Charles R. Snow and Margaret L. Snow,
 of Douglas County, Kansas, Mortgagor, and ANCHOR
 organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum
 (\$8,000.00) —————
 the receipt of which is hereby acknowledged, does by these presents mortgage
 cessions and assigns, forever, all the following described real estate, situated
 State of Kansas, to-wit:

Lots Number Forty-two (42), Forty-
 and Forty-five (45) on the South Side of Oak Street
 in that part of the City of Lawrence, formerly known as

TO HAVE and to hold the premises described, together with all and
 appurtenances thereunto belonging, and the rents, issues, and profits thereof;
 chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces,
 crators, elevators, screens, screen doors, storm windows, storm doors, awnings
 kind and nature at present contained or hereafter placed in the building now
 and all structures, gas and oil tanks and equipment erected or placed in or
 in connection with the said real estate, or to any pipes or fixtures therein
 part of the plumbing therein, or for any purpose appertaining to the present
 real estate, whether such apparatus, machinery, fixtures or chattels have or
 such attachment thereto, or not, all of which apparatus, machinery, chattels
 to and forming a part of the freehold and covered by this mortgage; and also
 Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

AND ALSO the Mortgagor covenants with the Mortgagee that at the
 premises above conveyed and seized of a good and indefensible estate of in
 brances and that he will warrant and defend the title thereto forever against
 whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to
 Thousand and No/100 (\$8,000.00) ————— DOLLARS
 advances as may become due to the mortgagee under the terms and conditions
 with, secured hereby, executed by mortgagor to the mortgagee, the terms of
 ence, payable as expressed in said note, and to secure the performance of
 said note.

IT IS the intention and agreement of the parties hereto that this mort
 original indebtedness, any future advances made to said mortgagor, or any
 mortgagee, and any and all indebtedness in addition to the amount above sta
 may owe to the mortgagee, however evidenced, whether by note, book account
 in full force and effect between the parties hereto and their heirs, personal
 all amounts secured hereunder, including future advances, are paid in full
 present indebtedness for any cause, the total debt on any such additional lo
 specified causes be considered matured and draw ten per cent interest and be
 foreclosure or otherwise.

That if any improvements, repairs, or alterations have been commenced
 months prior to the date hereof, the mortgagor will receive the proceeds of
 the payment of the costs of the improvements and that the same will be so
 any other purpose; that if work ceases on any proposed improvements, repa
 more, then said mortgagee may at its option, without notice, declare said in
 may take possession of said premises and let contract for or proceed with th
 alterations and pay the costs thereof out of the proceeds of money due said
 of completing said improvements, repairs, or alterations exceed the balance
 such additional cost may be advanced by the mortgagee and shall bear inter
 and secured by this mortgage, provided, however, such additional cost shall
 within ten days after completion of said improvements, repairs, or alteration
 depreciation, will keep said property and the improvements thereon at all t
 the refusal or neglect by said mortgagor to keep said property and the imp
 to pay promptly all taxes, insurance premiums, assessments, abstract and
 principal, or interest on this or on any other encumbrance on said real prop
 ditions, stipulations, or covenants as herein provided, the mortgagee may ha
 may make any reasonable expenditure or outlay necessary thereunder.

That if any part of said described property shall be condemned or take
 case the property shall be damaged either by public works or private acts,
 shall be paid to the mortgagee and applied upon the indebtedness due under

That the mortgagee shall have the right to file and to defend suits at th
 the name of the mortgagee, for the recovery of damages, to uphold the li
 gagee's rights hereunder, or in any action whatsoever in which the mortga
 elect to commence by reason of this instrument or indebtedness, including a
 gagee, or shall have the right to employ counsel in an effort to prevent, to
 litigation, and all sums expended as costs in connection therewith or advan
 gator upon demand or as may be expressly agreed upon by the mortgagee,
 then current contract interest rate, be not paid by mortgagor, the mortga
 ing all such sums, immediately due and collectible or, at the mortgagee's
 tional indebtedness secured by this mortgage, which shall be a lien to said
 described prior to any right, title, or interest attaching or accruing subsequ
 shall be paid under the provisions of the promissory note secured hereby an

Mortgagor also agrees to pay all costs, charges and expenses reasonable
 including abstract expenses, because of the failure of mortgagor to perform
 in this mortgage contained, and the same are hereby secured by this mortga