

**MORTGAGE—Savings and Loan Form**

77251 BOOK 128

## MORTGAGE

This Indenture, Made this 16th day of June A. D. 1861

by and between Richard A. Nelson and Colletta L. Nelson, husband and wife  
of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation  
organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Nine Thousand and No/100

(19,000.00)

the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas State of Kansas, to-wit:

The West 60 feet of Lot No. Five (5) in Block No. One (1) in Southwest Addition No. Five (5), an Addition to the City of Lawrence

(This is a purchase money mortgage)

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof, and also all apparatus, machinery, fixtures, chattels, furniture, mechanical devices, iron burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, ranges, screens, screw doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature, and all other things now or hereafter placed in the building now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment now or hereafter placed on the said real estate, to be used in connection with the said real estate, or in any pipes or fixtures therein for the purpose of heating, lighting, or any part of the plumbing therein, or for any purpose appertaining to the present or future use or improvement of the said premises, and all and singular the fixtures, furniture, and chattels now or hereafter placed on the said real estate, or any attachment thereto, or not, all of which fixtures, furniture, and chattels and all fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagee, in and to the mortgaged premises unto the Mortgagee, forever.

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seised of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS that this instrument is executed and delivered to secure the payment of the sum of Nine  
THOUSAND & NO/100 (\$9,000.00) — DOLLARS, with interest thereon and such charges and  
 advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date here-  
 with, secured hereby, executed by mortgagee to the mortgagee, the terms of which are incorporated herein by this refer-  
 ence, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in  
 said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure in addition to the original indebtedness, any future advances made to said mortgagor, or any of them or their successors in title, by the mortgagee, and any and all indebtedness in addition to the amount above stated which the said mortgagor, or any of them may owe to the mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until payment in full of all such advances, including future advances, are paid in full with interest; and upon the maturing of the present indebtedness for said advances, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

That if any improvements, repairs, or alterations have been commenced and have not been completed more than four months prior to the date hereof, the mortgagor will receive the proceeds of this loan as a trust fund to be applied first to the payment of the costs of the improvements and that the same will be so applied before using any part of the loan for any other purpose; that if work ceases on any proposed improvements, repairs, or alterations for a period of ten days or more, the mortgagor, without notice, declares said indebtedness due and payable or said mortgagee may take possession of said premises and complete the completion of said improvement, repairs, or alterations and pay the costs thereof out of the proceeds of money due said mortgagee; and if the cost of completing said improvements, repairs, or alterations exceed the balance due said mortgagee by said mortgagee thereon, the same may be advanced by the mortgagee and shall bear interest at the same rate as principal indebtedness and incurred by this note; and if such additional cost shall be repaid by said mortgagee to said mortgagee within ten days after completion of said improvements, repairs, or alterations, said mortgagee, regardless of natural depreciation, will keep said property and the improvements thereon at all times in good repair; and upon the refusal or neglect by said mortgagee to keep said property and the improvements thereon at all times in good repair, the mortgagor shall be liable for the cost of repairs, and the mortgagee shall be liable for the cost of depreciation; and upon the refusal or neglect by said mortgagee to pay any and all taxes, insurance premiums, assessments, abstract and recording fees, levies, liabilities, obligations, principal, or interest, or to perform any of the covenants, conditions, stipulations, or covenants as herein provided, the mortgagor shall be liable for the cost of such repairs, and may make any reasonable expenditure or outlay necessary thereunder.

That if any part of said described property shall be condemned or taken for public use under eminent domain, or in case the property shall be damaged either by public works or private acts, all damages and compensation paid therefor shall be paid to the mortgagee and applied upon the indebtedness due under said note and this mortgage.

[illegible]

Mortgagor also agrees to pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, including abstract expenses, because of the failure of mortgagor to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.