

77416

BOOK 128

MORTGAGE

THIS INDENTURE, Made this 30th day of June, 1961 between
Irvin D. Harper and Irene M. Harper, Husband and wife
 of Lawrence in the County of Douglas and State of Kansas part 1st of the first part, and
 THE LAWRENCE BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, party of the Second Part.
 WITNESSETH, that the said part 1st of the first part, in consideration of the loan of the sum of
Seventeen Hundred and no/100 DOLLARS
 to them
 have duly paid the receipt of which is hereby acknowledged, has VO sold and by this indenture do GRANT,
 BARGAIN, SELL and MORTGAGE to the said party of the second part, his successors and assigns, the following described real estate situated in the County of
Douglas and State of Kansas, to-wit:

Lot No. Twenty-six (26), in Addition No. Six (6), in that
part of the City of Lawrence formerly known as North
Lawrence, in Douglas County, Kansas.
 Together with all heating, lighting, and plumbing equipment and fixtures, including siders and butters, 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 thereunto belonging, or in anywise appertaining,
 forever.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of
 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 thereto.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes and assess-
 ments 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 loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said part
 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 indenture, 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 Seventeen 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
July, 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 1st 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 dis-
 charge any taxes with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in the indenture.

Part 1st 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 1st of the first part shall cause 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 1st 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 waste is committed on said premises, then this conveyance shall become absolute and the whole sum remain-
 ing unpaid, and all of the obligations for the security of which this indenture 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. Part 1st 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 indenture 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 1st of the first part has VO hereunto set ONE hand and seal the day and year last above written.
Irvin D. Harper (SEAL) Irene M. Harper (SEAL)
Irvin D. Harper (SEAL) Irene M. Harper (SEAL)

STATE OF Kansas
Douglas COUNTY, SS.

BE IT REMEMBERED, That on this 30th day of June, A. D. 1961
 before me, a notary public in the aforesaid County and State,
 came Irvin D. Harper and Irene M. Harper, husband
and wife

to me personally known to be the same person SS who executed the foregoing instrument and duly
 acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto 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 July 5, 1961 at 2:50 P.M.

RELEASE

Register of Deeds

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 16th day of March 1964.

ATTEST: L. E. Eby Secretary
 (Corp. Seal)

THE LAWRENCE BUILDING AND LOAN ASSOCIATION
 by W. E. Decker Vice-President Mortgagee.

This release
 was written
 on the original
 mortgage entered
 this 16 day
 of March
 1964

Harold A. Beck
 Reg. of Deeds
L. E. Eby
 Deputy