

## MORTGAGE

to them \_\_\_\_\_ DOLLARS  
BARGAIN, 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 \_\_\_\_\_ GRANT.  
Douglas \_\_\_\_\_  
and State of Kansas, to-wit:

The South 2/3 of Lot No. Twenty Six (26) and the North 2/3 of Lot No. Twenty Five (25), all in Block No. Seventeen (17), in Babcock's Enlarged Addition, an Addition to the City of Lawrence, in Douglas County, Kansas.

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers 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 thereunto belonging, or in anywise appertaining, forever.

And the said part 103 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 thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, 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 external 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 parties 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 Eleven Thousand and no/100---- DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 9th day of May 1962 and by its terms made payable to the order of the undersigned.

to the terms of said obligation, also to secure all future advances for any purpose made to part ies of the first party by the party of the second party, 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, and also to secure any sum or sums of money advanced by the said party of the second party to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first party shall fail to pay the same as provided in the Indenture.

Part 103 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 valid obligation, also all the proceeds 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 of payments proper to be made in the taking of 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 parties of the first part shall cause to be paid to party of the second-part, the entire amount due hereunder and under the terms and provisions of said note hereby secured, and under the terms and provisions of any obligation hereafter incurred by party 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.

[illegible]

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 parties of the first part have hereunto set their hands and seals the day and year last above written.

John C. Dingman (SEAL) Elsie Winona Dingman (SEAL)