

80848 BOOK 131

LOAN NO. 470433

This Indenture, Made this 1st day of June 1962 A. D. 1962

by and between Harold E. Anderson and Ione V. Anderson, 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 Mortgagor, for and in consideration of the sum of Six Thousand Three Hundred

and No 100 (\$6,300.00) ----- DOLLARS.
the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its suc-
cessors and assigns, first all the following described real estate, situated in the County of Douglas
State of Kansas, to-wit: One (1), 1868 the East 1/2 of the North line of said Lot 1, and that portion of Lot
Two (2) described as follows: Beginning at the Northwest corner of said Lot 2, thence South
on the East line thereof 9.25 feet, thence West parallel with the North line of said lot 125
feet; thence South parallel with East line of said Lot 2, to the North line of said lot 125
West on said South line of Lot 2, to the Southwest corner of said lot 2, thence East
along the East line of said lot 2, to the Northwest corner of said lot 1, thence East
along the North line of said lot 1, to the place of beginning; and Lots Three (3) and Four (4); all
in North Lawrence Addition No. 14, a Subdivision in the City of Lawrence and all
subject to public streets and utility easements, and subject to easement for a
roadway across the north 9.25 feet of the above described real estate for access to Lots 5
and 6 in said North Lawrence Addition Number Fourteen (14) to continue until first Street
is opened to allow ingress and egress from said lots, as contained in Warranty Deed, dated
May 31, 1962, whereby Junius Underwood and Lucille M. Underwood, his wife, have conveyed to
Mortgagors the above described real estate.

(This is a purchase money mortgage)

[illegible]

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seized of a good and infeasible 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 and this instrument is executed and delivered to secure the payment of the sum of Six Thousand Three Hundred & No/100 (\$6,300.00) -DOLLARS, with interest thereon and such cash and advances as may be made due to the mortgagee under the terms and conditions of the promissory note of even date herewith, secured hereby, executed by mortgagee to the mortgagee, the terms of which are incorporated herein by this referred note, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in

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 account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, executors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest; and upon the happening of the specified causes be conferred 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 mortgagee 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 shall be so used before using any part of the total for any other purpose; that if work ceases on any proposed improvements, repairs, or alterations until after ten days or more from the date said mortgagee may at its option, without notice, declare said indebtedness due and payable or said mortgagee may take payment of said indebtedness by contract for or proceed with the completion of said improvement, repairs, or alterations and pay the costs thereof out of the balance due said mortgagee upon said loan and should the cost of completing said improvements, repairs, or alterations exceed the balance due said mortgagee upon said loan and should the additional cost may be advanced by the mortgagee and shall bear interest at the same rate as principal, then and in such event, if provided, however, such additional cost shall be repaid by said mortgagee to said mortgagor within ten days after completion of said improvements, repairs, or alterations; that said mortgagee, regardless of whether depreciation, will keep said property and the improvements, repairs, or alterations; that said mortgagee, regardless of the refusal or neglect by said mortgagee to keep said property and the improvements in good condition and repair; and upon the expiration of the term herein expressed, the mortgagee shall deliver up to the mortgagor all taxes, insurance premiums, assessments, abstract and recording fees, levies, liabilities, claims, liens, mortgages, judgments, decrees, orders, writs, attachments, garnishments, seizures, sales, foreclosures, executions, judgments, stipulations, or covenants as herein set forth, which the mortgagee may have such things done at mortgagee's cost 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.

That the mortgagee shall have the right to file and to defend suits at the expense of the mortgagor, in his name, or in the name of the mortgagee, for the recovery of the principal and interest due on the mortgage, to preserve the mortgage rights hereunder, or in any action whatsoever in which the mortgagee may be made a party or may be interested, or shall have the right to sue in an effort to prevent, to compromise, or to negotiate any such proposed litigation, and all sums expended as costs in connection with the mortgagee shall be repaid by the mortgagor upon demand or as may be expressly agreed upon by the mortgagee, and the mortgagee shall be repaid by mortgagor principal, interest, rate, not be paid by mortgagor, the mortgagee may declare all of the indebtedness then on all such sums immediately due and payable to the mortgagee, and the mortgagee may declare all of the indebtedness secured by this mortgage, which, at the mortgagee's option, such sums shall become so much additional prior to any right, title, or interest attaching or accruing subsequent to the extent on the premises hereinabove described prior to the date of the promissory note secured hereby and any subsequent modification agreement.

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.