

Reg. No. 18,253  
Fee Paid \$39.50

82500 BOOK 132

MORTGAGE—Savings and Loan Form—(Direct Reduction Plan) 255-2

Hall Litho. Co., Inc., Topeka

## MORTGAGE

Loan No. DS 56A9

THIS INDENTURE, made this 9th day of November, 1962, by and between

WILLIAM T. LIGGETT AND WINIFRED B. LIGGETT, husband and wife,

of Douglas County, Kansas, as mortgagors, and HOME SAVINGS ASSOCIATION OF KANSAS CITY, Missouri, as mortgagee;

WITNESSETH: That said mortgagors, for and in consideration of the sum of Fifteen thousand eight hundred and no/100 Dollars (\$15,800.00), the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the county of Douglas, State of Kansas, to-wit:

Lot 11 in Block 7, in Southridge Addition Number 3, an Addition to the City of Lawrence, in Douglas County, Kansas, as shown by the recorded plat thereof.

Subject to reservations, restrictions and easements now of record, if any.

This loan is made for a portion of the purchase price and is part of the transaction by which Mortgagors acquire title to the above described property.

First party agrees to pay the Association additional monthly payments equal to 1/12 of such amount as the Association's secretary shall estimate to be required for the purpose of accumulating a fund with which to pay before delinquent all general and special taxes on said premises and premiums on insurance policies securing said note.

That there are secured hereby any further advances made by the Association to Grantors for any purpose at any time before release or satisfaction hereof, any such addition advance to be evidenced, if required by the Association, by a note executed by Grantors.

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, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor hereby covenant with said mortgagee that they are, at the delivery hereof, the lawful owner of the premises above conveyed and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they 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 Fifteen thousand eight hundred and no/100 Dollars (\$15,800.00), with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said 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 all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property and hereby authorizes said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

There are no unpaid labor or material bills outstanding which would result in a mechanic's lien against this property.

Any transfer of said real estate shall be subject to the condition that the purchaser or purchasers shall also be liable for the payment of such indebtedness.