

82901 MORTGAGE BOOK 132

THIS MORTGAGE, made this 26th day of December, 1952, by and between
HOWARD E. PHILLIPS AND SHIRLEY A. PHILLIPS, his wife

of Douglas County, Kansas, as mortgagor, S., and INTER-STATE FEDERAL SAVINGS AND LOAN ASSOCIATION OF KANSAS CITY in Kansas, a Corporation organized and existing under the laws of the United States of America, as mortgagee:

WITNESSETH: That said mortgagor S., for and in consideration of the sum of
TWENTY SIX THOUSAND AND NO/100-----\$26,000.00-----Dollars

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, and State of Kansas, to-wit:

Lot Four (4) and Lot Five (5) of Replat of Block A or Lot A of Sinclair's Addition to the City of Lawrence, which lie within the Boundaries of: A Part of Lot A, in Sinclair's Addition to the City of Lawrence, described as follows: Beginning at Northwest corner of Lot A., in Sinclair's Addition to the City of Lawrence, thence South 200 feet, thence East 80 feet, thence Northeasterly to a point 187 feet East and 56.33 feet South of the point of beginning, thence North 56.33 feet, thence West 187 feet to point of beginning, less that portion deeded to Norvel M. McClung and wife by deed recorded in Book 179, Page 455, all in the City of Lawrence, Douglas County, Kansas

This is a Purchase Money Mortgage. Together with all heating and cooling systems, lighting, and plumbing equipment and fixtures, including all built-in kitchen appliances, 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 S. hereby covenant with said mortgagee that the y are, at the delivery hereof, the lawful owner, S. 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 TWENTY SIX THOUSAND AND NO/100-----\$26,000.00-----Dollars 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 S. 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 S. 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 S. agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon.

The Mortgagor S. hereunder, or their assignee, hereby specifically agree to notify the aforementioned Mortgagee or its assignee, before entering into any contract or agreement, whether written or oral, to transfer title to the within mortgaged premises when the assumption of the obligation secured by this mortgage by another titleholder is a condition of the transfer; and the said Mortgagee may assess a charge not to exceed 1% of the unpaid principal balance or \$50.00, whichever is greater, from the new titleholder. If the assumption fee is not paid by the new titleholder, the Mortgagee may, at its option, charge said assumption fee to the title holder, the unpaid fee to be carried as a payment delinquency for so long as it remains unpaid.

The Mortgagor S. hereunder agree that in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

The Mortgagors S. also agree to pay all costs, charges and expenses reasonably incurred or paid at any time, 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.

The Mortgagors S. hereby assign to said mortgagee all rents and income arising at any and all times from said property and hereby authorize 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 tenable 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.