

84097 BOOK 134

## MORTGAGE

THIS MORTGAGE, made this 6th day of May, 1963, by and between  
Dwight Perry and Barbara Joan Perry, husband and 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

NINETEEN THOUSAND TWO HUNDRED AND NO/100 - - - - - Dollars

the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mort-  
gagee, its successors and assigns, forever, all the following described real estate, situated in the County of  
Douglas, and State of Kansas, to-wit: o

Lot Thirteen (13) in Block Three (3) in Westdale Addition Number  
Two and Replat of Lots One (1), Three (3), Four (4), Ten (10),  
Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen  
(15) of Westdale Addition, in the City of Lawrence in Douglas  
County, Kansas.

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 here-  
of, the lawful owners 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 the y. 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 NINETEEN THOUSAND TWO HUNDRED AND NO/100 - - - - - 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 here-  
under, 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 here-  
after 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 aforemen-  
tioned 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 title-  
holder. 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 there-  
of becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mort-  
gagor, deal with such successor or successors in interest with reference to this mortgage, and the debt here-  
by secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for pay-  
ment 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 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 provi-  
sions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

The Mortgagor 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 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.