

86067 BOOK 135

## REAL ESTATE MORTGAGE

RUSSELL STATE BANK - REAL ESTATE INSTALLMENT - 800-7-26

This Indenture, Made this 4th day of November, 1963, by and between  
 John M. McGrew and Jill B. McGrew, husband and wife  
 of Douglas County, Kansas, Mortgageor, and Russell State Bank,  
 Russell, Kansas, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

Witnesseth, That the Mortgageor, for and in consideration of the sum of  
 - - - Fourteen Thousand and no/100 - - - - - Dollars (\$ 14,000.00 ),  
 the receipt of which is hereby acknowledged, does by these present mortgage and warrant unto the Mortgagee,  
 its successors and assigns, forever, the following described property, situated in the County of Douglas  
 State of Kansas, to wit:

The South Half of Lot Thirteen (13) and all of Lot Twelve (12) in Block  
 Twenty-eight (28) in Quivera Place and addition to the City of Lawrence,  
 in Douglas County, Kansas, property commonly known as 1020 Missouri Street,  
 Lawrence, Kansas, as legally described in the recorded plat thereof

together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof (provided, however,  
 that the Mortgageor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder), and all fixtures now or  
 hereafter attached to or used in connection with the premises herein described and in addition thereto the following household appliances,  
 which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned.

To Have and to Hold the above described property unto the Mortgagee, forever.

Mortgageor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed (or has such other estate as  
 is stated hereinbefore), that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the aforesaid  
 title thereto against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a certain promissory note of even date  
 herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of Five per centum ( 5 % )  
 per annum on the unpaid balance until paid, principal and interest to be paid at the office of RUSSELL STATE BANK, Russell, Kansas, or at  
 such other place as the holder of the note may designate in writing delivered or mailed to the Mortgageor, in monthly installments of  
 - - - One Hundred Eleven and no/100 - - - - - Dollars (\$ 111.00 ),

commencing on the 1st day of December, 1963, and continuing on the first day of  
 each month thereafter, until said note is fully paid, except that, if not paid sooner, the final payment of principal and  
 interest shall be due and payable on the 1st day of December, 1978.

The Mortgageor covenants as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner  
 therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.
2. He will pay all ground rents, fire and tornado insurance premiums, taxes, assessments, water rates, and other governmental or  
 municipal charges, fines, or impositions, levied upon said premises, and he will promptly deliver the official receipts therefor to the Mortgagee.  
 In default thereof the Mortgagee may pay the same, under the terms and conditions of a note of even date, secured hereby, the terms of which  
 note are hereby incorporated herein by this reference.
3. He shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear  
 excepted. Upon any failure so to maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of  
 Mortgageor. Any amounts paid therefor by Mortgagee shall bear interest at Five per centum ( 5 % ) per annum, shall thereupon  
 become a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness secured hereby, and shall be  
 payable thirty (30) days after demand.
4. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or  
 hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and will  
 pay promptly when due any premiums therefor. Upon default thereof, Mortgagee may pay the same. All insurance shall be carried in companies  
 approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of  
 and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if  
 not made promptly by the Mortgageor, and each insurance company concerned is hereby authorized and directed to make payment for such loss if  
 directly to the Mortgagee instead of to the Mortgageor and the Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied  
 by the Mortgagee at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.  
 In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all  
 right, title and interest of the Mortgageor in and to any insurance policies then in force shall pass to the purchaser or grantee.
5. Upon the request of the Mortgagee the Mortgageor shall execute and deliver a supplemental note or notes for the sum or sums ad-  
 vanced by the Mortgagee for the alteration, modernization, or improvement, at Mortgageor's request, or for maintenance of said premises, for  
 taxes or assessments against the same and for any other purpose elsewhere authorized hereunder. Said note or notes shall be secured hereby on a  
 parity with and as fully as the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall  
 bear interest at Five per centum ( 5 % ) per annum and shall be payable in approximately equal monthly payments for such period  
 as may be agreed upon by the Mortgageor and Mortgagee. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be  
 due and payable thirty (30) days after demand by the Mortgagee. In no event shall the maturity extend beyond the ultimate maturity of the  
 note first described above.