87314 MORTGAGE BOOK 136
THIS INDENTURE, Made this. 18th day of March 1964 between
Joseph L. Hickock and Charline B. Hickock, husband and wife
of Lawrence \(\), in the County of Douglas and State of Kansas pariles of the first part, and THE LAWRENCE BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, party of the Second Part.  WITNESSETH, that the said partles of the first part, in consideration of the loan of the sum of Fifty-Five Hundred and no/100
to them duly paid, the receipt of which is hereby acknowledged, ha V.O. sold and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the gald party of the second part, its successors and assigns, the following described real estate situated in the County of Douglas and State of Kansas, to-wit:
Lot Twenty-one (21), in Block Two (2), in Belmont Addition, an Addition to the City of Lawrence, in Douglas County, Kansas.
Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, stgrm windows and doors, and window shades or blinds, used on or in connection what said property, whether the same are now located on said property or hereafter placed thereon.  TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.
And the said part 105 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.
and that they will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part 165 of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be divided or assessed against sald real estate when the same become due and payable, and that they will keep the buildings upon sald real estate inversely the loss from the same become due and payable, and that
party of the second part, the loss, if any, made payable to the party of the second part to list start on the second part to list start of list interest. And in the event that said parties of the first part shall fall to pay such taxes when the same become part to the extent of its interest. And in the event that said parties of the first part shall fall to pay such taxes when the same become part may pay said taxes and insurance or either annotation.
bear interest at the rate of 10% from the date of payment untill fully repaid.  This grant is intended as a mortgage to secure the payment of the sum of Fifty-Five Hundred and no/100DOLLARS
according to the terms of March (19 to the payment of said sum of money, executed on the 18th day of harch (19 to the payment of said sum of money, executed on the 18th day of the second part, with all interest according
whether evidenced by note, book account or otherwise, up to the original amount of this mortgage, with all interest accruing south future advances for any purpose made to part. 1.6 of the first part by the party of the second part, whether evidenced by note, book account or otherwise, up to the original amount of this mortgage, with all interest accruing to the party of the second part to pay for any insurance or to dis-
charge any taxes with interest thereon as herein provided, in the event that said part 10 S of the first part shall fall to pay the same as provided in the indenture.
Part 1.8.8 of the first part hereby assign to party of the second part the rents and income arising at any and all times from the property mortgaged to secure said written obligation, also all future advances hereunder, and hereby authorize party of the second part or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes assement, repairs or improvements are recessary to keep said property in tennatable condition, or other charges or payments provided for in this mortgage or in the obligations hereby secured. "Thissy" said obligations is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard party of the second part in collection of said sums by foreclosure or otherwise.
The failure of the second part to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said obligations and in this mortgage contained.
If said part 103 of the first part shall cause to be paid to party of the second part, the entire amount due it hereunder and under the terms and provisions of said note hereby secured, and under the terms and provisions of any obligation hereafter incurred by part 103 of the first part for future
advances, made to  DTIGM  by party of the second part whether evidenced by note, book account or otherwise, up to the original amount of this mortgage, and any extensions or renewals hereof and all comply with all of the provisions in said note and in this mortgage contained, and the provisions of future obligations hereby secured then this compragace that when the provisions of the prov
If default be made in payment of such abligations or any part thereof or any obligations created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waster is committed on said premises, then this conveyance shall not not have the remaining unpaid, and all of the obligations for the security of which this indenture is given shall immediately mature and become due and payable at the option of the hald be the revent of the said party of the second part, it is successors and assist, to take postession of the said permises
unpaid of principal and interest together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part making such
sale, on demand, to the party of the first part. Part 16.5 of the first part shall pay party of the second part any deficiency resulting from such sale.
therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.  IN WITHESS WHEREOF, the part 165 of the first part ha VO hereunto set the 1r hand Sand sea Suche day and year last above written.
Joseph 7 H ichert (SFAI) Charling B. Sieker G.
J Joseph L. Hickock (SEAL) Charline B. Hickock (SEAL)