

87582 BOOK 137

KCUL Form RE-1

CREDIT UNION REAL ESTATE MORTGAGE

ACCOUNT NO. 0-2-373

THIS MORTGAGE made this 18th day of March, one thousand, nine hundred and sixty four between Dale F. Heiserman and Charlotte M. Heiserman (husband and wife) of Lawrence, County of Douglas and State of Kansas, hereinafter referred to as the Borrower, whether one or more, and the Kansas Highway Credit Union of Topeka

WITNESSETH: That the Borrower in consideration of the sum of -----
-----Eight Thousand and NO/100-----DOLLARS (\$ 8,000.00)
and the further covenants, agreements and loans and advances hereinafter specified to the said Borrower duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell, MORTGAGE AND WARRANT to the said Credit Union its successors and assigns, forever, all the following described real estate, situated in the County of Douglas State of Kansas, to-wit:

The south one half (1/2) of lot 'F', in "Western Hills" Ranchero Subdivision, Subject to the restrictions, easements, and right of ways of record, if any.

Said (1/2) lot "F" is more particularly described in metes and bounds as follows:
"Commencing at the Northeast corner of the Southwest quarter of section 34, Township 12 South, Range 19 East, thence South 1235.32 along the East line of said quarter section, thence West, parallel to the North line of said quarter section, 658.1 feet for a point of beginning, thence continuing West 272.10 feet; thence South parallel to the East line of said quarter section 234.14 feet; thence East, parallel to the North line of said quarter section, 272.10 feet, thence North 234.14 feet to the point of beginning. Subject to a 35 foot right-of-way along the east side thereof and a 35 foot right-of-way along the South side thereof.

This mortgage is recorded for purpose of correcting mortgage recorded March 10, 1964, in Book 137, Pages 35-36, and mortgage recorded April 1, 1964, in Book 137, Pages 17-18.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, and the rents, issues, and profits thereof; and also all furnaces, heaters, mantels, air-conditioning machines and equipment, gas and electric fixtures, screens, screen doors, storm doors and storm windows, awnings, water heaters and water softeners, water pumps and electric motors contained or placed in the buildings upon said premises, and used or useful in connection with said buildings, as well as any and all garages and other out-buildings now located, or hereafter placed upon said premises, whether the same are upon or off foundation; and also all the estate, right, title, and interest of the Borrower therein unto the Credit Union forever.

The Borrower hereby covenants that he has good right to sell and convey said premises, as aforesaid, and that they are free from encumbrance, and hereby warrants the title to the same against all persons whomsoever.

This mortgage is given to secure the payment of any sum or sums of money which may be loaned or advanced by the Credit Union, its successors or assigns, to the Borrower at the date hereof or from time to time, as the parties hereto may now or hereafter agree, with interest on each loan or advance from the time of the advance until paid; it being the intention of the parties hereto that this mortgage shall secure any and all advances made from time to time to the Borrower by the Credit Union, its successors or assigns, however evidenced, whether by note, check, receipt, book accounts, overdrafts, or any liability as endorser or guarantor on any other indebtedness of either of the Borrowers, either direct or indirect, now or hereafter held by the said Credit Union, its successors or assigns, and to remain in full force and effect between the parties hereto, or assigns, until all advances made by virtue hereof, including all other liabilities held heretofore mentioned, are paid in full with interest; said payments as made to the Credit Union by the Borrower to be applied first to the payment of interest on the principal and the balance in the reduction of the principal amount of said note.

The Borrower covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said notes or other obligations, at the time and in the manner therein provided.
2. That he will promptly pay, before the same shall become delinquent, all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon the mortgaged premises or any part thereof or upon the interest of the Borrower, his successors or assigns, in said premises or upon the note or debt secured by this mortgage.
3. That the Borrower will keep the improvements now existing or hereafter erected on the mortgaged premises insured, as may be required from time to time by the Credit Union, against loss by fire or other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Credit Union, 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 Credit Union. In the event of loss, he will give immediate notice by registered mail to the Credit Union who may make proof of loss, if not made promptly by the Borrower; and each of them to the Borrower and the Credit Union jointly, and the insurance proceeds, or any part thereof, may be applied by the Credit Union at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.
4. In case of failure to insure or maintain insurance as agreed, or on failure to deliver said policies to the Credit Union, or on default in the payment of any premium on any such policy when due, the Credit Union may procure and maintain such insurance the same with interest as aforesaid shall be a lien on said premises and be secured by this mortgage and collected in like manner property in extinguishment of the debt secured hereby, all right, title, and interest of the Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee.
5. That he will keep the evidence of title, as deposited with the Credit Union, extended to show the record ownership of the premises and to show the state of title in the event of any legal proceedings affecting this mortgage, and will keep the buildings and other improvements on the premises in as good repair and condition as at this time, ordinary wear and tear only excepted.
6. To reimburse the Credit Union for all costs and expenses incurred in any suit in which the Credit Union may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court costs, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.
7. In the event of foreclosure of this mortgage, the Credit Union shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues, and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.
8. That if there shall be a default in any of the terms, conditions, or covenants of this mortgage, or of the notes or other obligations secured hereby, then any sums owing by the Borrower shall, at the option of the Credit Union, become immediately due and payable. The Credit Union shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues, and profits thereof. In the event of any default as herein described, this mortgage may be foreclosed. Appraisal is hereby waived.