

#2409

**1493 MORTGAGE BOOK 140**

THIS INDENTURE, Made this 29th day of May, 1965 between  
Roy E. Russell and Gretell Russell, husband and wife, and  
Grace C. Russell, a single woman  
 of Lawrence in the County of Douglas and State of Kansas parties of the first part, and  
 THE LAWRENCE BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, party of the Second Part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of  
Eighteen Thousand and no/100 DOLLARS  
 to them duly paid, the receipt of which is hereby acknowledged, have sold and by this indenture do GRANT,  
 BARGAIN, SELL and MORTGAGE to the said 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 Fifteen (15), in Block Fifteen (15), in South Hills  
No. Two (2), an Addition to the City of Lawrence, in  
Douglas County, Kansas.

The Mortgagors understand and agree that this is a purchase money mortgage.  
 Together with all heating, lighting, and plumbing equipment and fixtures, including stoves and burners, 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, With all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining,  
 forever.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners  
 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 therein.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes and assess-  
 ments that may be levied or assessed against said real estate when the same become due and payable; and that they will keep the buildings  
 upon said real estate insured for loss from fire and extended coverage in such sum and by such insurance company as shall be specified and directed by the  
 party of the second part, the less, if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties of  
 the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the  
 second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall  
 bear interest at the rate of 10% from the date of payment until fully repaid.

This grant is intended as a mortgage to secure the payment of the sum of Eighteen Thousand and no/100 DOLLARS  
 according to the terms of one certain written obligation for the payment of said sum of money, executed on the 29th day of  
May, 1965, and by its terms made payable to the party of the second part, with all interest accruing thereon according  
 to the terms of said obligation, also to secure all future advances for any purpose made to parties 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 on such future advances according to  
 the terms of the obligation thereof, and also to secure any sum or sums of money advanced by the said 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 parties of the first part shall fail to pay the same as provided in the indenture.

Parties 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, assessments, repairs or improvements  
 necessary to keep said property in habitable condition, or other charges or payments provided for in this mortgage or in the obligations hereby secured. This  
 assignment of rents shall continue in force until the unpaid balance of 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 sum 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 parties 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 parties of the first part for future  
 advances, made to them 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 shall comply with all of the provisions in said note  
 and in this mortgage contained, and the provisions of future obligations hereby secured, then this conveyance shall be void.

If default be made in payment of such obligations 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 waste is committed on said premises, then this conveyance shall become absolute and the whole sum remain-  
 ing 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  
 holder hereof, without notice, and it shall be lawful for the said party of the second part, its successors and assigns, to take possession of the said premises  
 and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to  
 sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then  
 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 party making such  
 sale, on demand, to the party of the first part. Parties of the first part shall pay party of the second part any deficiency resulting from such sale.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing  
 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 WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Grace C. Russell (SEAL) Roy E. Russell (SEAL) Gretell Russell (SEAL)

STATE OF Missouri COUNTY, SS.

BE IT REMEMBERED, That on this 30th day of May, A. D., 1965  
 before me, a Notary Public in the aforesaid County and State,  
 came Roy E. Russell and Gretell Russell, husband and wife, and Grace C. Russell, a single woman  
 to me personally known to be the same persons who executed the foregoing instrument and duly  
 acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last  
 above written.

Notary Public

Recorded June 7, 1965 at 3:27 P.M. RELEASE  
 The undersigned, owner of the within mortgage, hereby acknowledges the full payment of the debt  
 secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record.  
 Dated this 4th day of March 1969.  
 (Corp. Seal)  
 The Lawrence Savings Association formerly known as  
 THE LAWRENCE BUILDING AND LOAN ASSOCIATION  
 by M. D. Vaughn, Executive Vice President  
 Mortgagee.

This release  
 was written  
 on the original  
 mortgage entered  
 this 5th day  
 of March  
 1969

Janice Beem  
 Reg. of Deeds