

KMC Form H-1

Mortgage

THE STATE OF KANSAS)

DOUGLAS) COUNTY)

5780 BOOK 144

THIS INDENTURE, made and entered into this 28th day of July, 1966, by and between J. A. Tuggle and Jessie Ethel Tuggle, his wife parties of the first part, hereinafter referred to as mortgagor, and KINGSBERRY MORTGAGE COMPANY, a corporation under the laws of Alabama, party of the second part, hereinafter referred to as mortgagee,

WITNESSETH:

WHEREAS, the said J. A. Tuggle and Jessie Ethel Tuggle are

justly indebted to the mortgagee and has executed and delivered to Kingsberry Mortgage Company a promissory note of even date herewith, secured hereby and providing as follows:

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise(s) to pay to the order of KINGSBERRY MORTGAGE COMPANY, a corporation under the laws of the state of Alabama, the principal sum of ~~Twelve Thousand Three~~ ^{hundred Fifty} Dollars (\$12350.00, with interest thereon, from date, at the rate of ~~six~~ ^{six} percent (6 %) per annum, on or before November 15, 1966 ~~from date~~, at the offices of Kingsberry Mortgage Company in Chamblee, Georgia, or at such other place as the holder hereof may designate in writing.

This note with interest is secured by a mortgage of even date herewith executed and delivered by the maker(s) hereof to the payee herein conveying certain real estate, reference to which mortgage is hereby made. Each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest or dishonor, suit and all other requirements necessary to hold them or any of them.

It is hereby agreed that if default be made in the payment of this note or any part thereof, or any interest thereon, or if failure be made to perform any of the covenants or agreements contained in said mortgage securing this note and the construction loan agreement therein referred to, then, at the option of the holder hereof, the principal sum, with accrued interest, shall at once become due and payable, without notice, time being of the essence of this contract.

If this note shall be placed in the hands of an attorney for collection, by suit or otherwise, or for the purpose of protecting the security for its payment, or for enforcing the rights of the holder of this note under said mortgage, the undersigned will pay all costs of collection and litigation and other costs, together with a reasonable attorney's fee.

In the event of any such default, the undersigned hereby waive(s) all rights to exemption of every kind whatsoever, including but not limited to Homestead exemption, provided by any and all laws of any and all States, and of the United States of America to, and in, all property, real and personal, against the enforcement of this obligation.

WHEREAS, THIS IS A FUTURE ADVANCE MORTGAGE, and the said indebtedness shall be advanced by mortgagee to mortgagor in accordance with a construction loan agreement dated July 20, 1966, the terms of which agreement are made a part of this mortgage,

and WHEREAS the said mortgagor is desirous of securing the performance of each covenant and agreement of Mortgagor contained in both the construction loan agreement and in this mortgage, and the prompt payment of said note and any additional indebtedness accruing to the mortgagee on account of any future payments, advances, or expenditures made by the mortgagee as hereinafter provided:

NOW, THEREFORE, mortgagor, in consideration of the premises and to secure the payment of said indebtedness and the compliance with all the stipulations herein contained and in consideration of the sum of One Dollar (\$1.00) to him in hand paid, the receipt of which is hereby acknowledged, have bargained and sold, and do hereby grant, bargain, sell, transfer and convey unto the party of the second part, its successors and assigns, the following described real estate, lying and being situated in the town of Lawrence
County of Douglas, State of Kansas
to-wit:

Lot Twenty-five (25), in Block Four (4), in Northwood Addition, an Addition to the City of Lawrence

TOGETHER WITH all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the mortgagor for the purpose of or used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings

For Sale in this or Mortgage see Book 145 page 295