

589

Donald L. Sitler  
Donald L. Sitler  
Velta M. Sitler  
Velta M. Sitler

STATE OF KANSAS, COUNTY OF DOUGLAS SS.  
BE IT REMEMBERED that on this 13th day of June  
A.D. 19<sup>67</sup>, before me, the undersigned, a Notary Public in and for said County and State,  
came Donald L. Sitler and Velta M. Sitler, his wife  
who ARE personally known to me to be the identical person described in, and who executed  
the foregoing mortgage, and duly acknowledged the execution of the same to be their  
voluntary act and deed.

IN TESTIMONY WHEREOF I have hereunto subscribed my hand and affixed my official  
seal on the day and year last above written.  
My commission expires April 10, 1969

Ray E. Russell  
Ray E. Russell Notary Public.

Recorded June 16, 1967 at 11:13 A.M.

Janice Beam Register of Deeds

Reg. No. 2,066  
Fee Paid \$51.00

MORTGAGE—Savings and Loan Form

BOOK 146 9042

# MORTGAGE

LOAN NO. 470596

This Indenture, Made this 15th day of June A. D. 1967

by and between Jack R. Carter and Melba B. Carter, husband and wife,  
of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation  
organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twenty Thousand Four Hundred  
Fifty and No/100-----DOLLARS,  
the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its suc-  
cessors and assigns, forever, all the following described real estate, situated in the County of Douglas  
State of Kansas, to-wit:

Lot 109, of replat of Lots 109, 110, and 111 in COUNTRY CLUB  
NORTH, an Addition to the City of Lawrence, Douglas County,  
Kansas.

It is agreed and understood that this is a purchase money mortgage.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and ap-  
purtenances thereunto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fixtures,  
chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrig-  
erators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever  
kind and nature at present contained or hereafter placed in the building now or hereafter standing on the said real estate,  
and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used  
in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as a  
part of the plumbing therein, or for any purpose appertaining to the present or future use or improvement of the said  
real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by  
such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed  
to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the  
Mortgagor in and to the mortgaged premises unto the Mortgagee, forever.

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the  
premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encum-  
brances and that he will warrant and defend the title thereto forever against the claims and demands of all persons  
whomsoever.

PROVIDED ALWAYS and this instrument is executed and delivered to secure the payment of the sum of Twenty  
Thousand Four Hundred Fifty and No/100-----DOLLARS, with interest thereon and such charges and  
advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date here-  
with, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this refer-  
ence, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in  
said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure in addition to the  
original indebtedness, any future advances made to said mortgagor, or any of them or their successors in title, by the  
mortgagee, and any and all indebtedness in addition to the amount above stated which the said mortgagor, or any of them  
may owe to the mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain  
in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until  
all amounts secured hereunder, including future advances, are paid in full with interest; and upon the maturing of the  
present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same  
specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through  
foreclosure or otherwise.

That if any improvements, repairs, or alterations have been commenced and have not been completed more than four  
months prior to the date hereof, the mortgagor will receive the proceeds of this loan as a trust fund to be applied first to  
the payment of the costs of the improvements and that the same will be so applied before using any part of the total for  
any other purpose; that if work ceases on any proposed improvements, repairs, or alterations for a period of ten days or  
more, then said mortgagee may at its option, without notice, declare said indebtedness due and payable or said mortgagee  
may take possession of said premises and let contract for or proceed with the completion of said improvement, repairs, or  
alterations and pay the costs thereof out of the proceeds of money due said mortgagor upon said loan and should the cost  
of completing said improvements, repairs, or alterations exceed the balance due said mortgagor by said mortgagee then  
such additional cost may be advanced by the mortgagee and shall bear interest at the same rate as principal indebtedness  
and secured by this mortgage, provided, however, such additional cost shall be repaid by said mortgagor to said mortgagee  
within ten days after completion of said improvements, repairs, or alterations; that said mortgagor, regardless of natural  
depreciation, will keep said property and the improvements thereon at all times in good condition and repair; and upon  
the refusal or neglect by said mortgagor to keep said property and the improvements thereon at all times in good repair,  
principal, or interest on this or on any other encumbrance on said real property or to perform any other agreements, con-  
ditions, stipulations, or covenants as herein provided, the mortgagee may have such things done at mortgagor's cost and  
may make any reasonable expenditure or outlay necessary thereunder.