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## BOOK 147 9929 REAL ESTATE MORTGAGE

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This mortgage made on the 3rd day of August 1967, between Julio F. Garcia

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgages, its successors and assigns, lorever, and mortgagors hereby covenant that mortgagors are selved of good and perfect tills to said property in fee simple and have authority to convey the same, that the tills so conveyed is clear, free and unencumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those prior encumbrances. If any, hereinafter shows.

If mortgagers shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE. To keep the motigaged property, including the buildings and improvements thereen, fully insured at all times against all hourands with an insurance company authorized to do builness in the State of Kansas, acceptable to Mortgagee, which policy shall contain a losspayable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail so to do, they hereby authorize Mortgagee to insure ar renew insurance on said property in a sum not exceeding the amount of Mortgagors indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgagee so its interest may appear, and if Mortgagors indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgagee so its preservation of the property shall be repaid upon demand and it not so paid shall be secured hereby. Mortgagars lutther agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the covership of the mortgage period and is not gage and and it is nottgage and to tow existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereot. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgages to pay the same an heighebball, and to charge Mortgages with the amounts so paid dating the same to Mortgagots indebtedness secured hereby. To exercise due diliegage find the operation, management and occupation of the mortgaged property and improvements thereor, and not to commit to allow weake on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

It default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary deprectation excepted if default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalment wheg due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the tepresentations, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the tepresentations, warranties or statements of Mortgagors haretin pentained be incorrect or if the Mortgagors shall adandon the mortgaged property, or sell or attempt to sell all or any part of the some, thest the whole genound hereby secured shall, at Mortgages soption, become immediately due and payable, without notice or demand, and shall be collectible iff a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, mortgages shall be payable options atoms proceeding to which it is mortgage in connection with any suit or proceeding to which it in may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage. Mortgagors will pay to Mortgagee, in addition to utilable costs, a reasonable amount as attorneys fees and a reasonable fee for the search made and preparation for such foreclosure, togethist with all other and further expenses of foreclosure and sale, including expenses less and payments made to prevent or remove the imposition of liens or closure against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of mortgages to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no defay on the part of mortgages in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and mortgages may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is described as follows:

Lots Thirty Seven (37) and Thirty Nine (39), New Jersey Street, City of Lawrence,

Julio

Mortgagor is a widower

Douglas County, Kansas.



This to said property is clear, free and unencumbered except: (state exceptions, if any) IN WITNESS WHEREOF, mortgagors have executed this mortgage on the day abo