

BOOK 147

10087

MORTGAGE

LOAN No. _____

This Indenture, Made this Seventh day of August A. D. Nineteen Hundred and Sixty Seven by and between Walter L. Stauffer and Betty J. Stauffer, husband and wife

of Douglas County, in the State of Kansas, of the first part, hereinafter referred to as "Mortgagor," whether one person or more (which term wherever used in this mortgage, so far as the context may permit or require, it is hereby agreed shall be construed to include, and shall include, the heirs, executors, administrators and assigns of the parties of the first part), and **NORTH AMERICAN SAVINGS AND LOAN ASSOCIATION OF MISSOURI**, a corporation hereinafter referred to as "Association," of the second part:

WITNESSETH: That the Mortgagor, in consideration of the sum of Two Thousand Six Hundred Eleven and 80/100 Dollars, to him in hand paid by the Association, the receipt of which is hereby acknowledged, does by these presents MORTGAGE, CONVEY AND WARRANT, unto said Association, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lots 27, 28, 29, 30, 31, 32, 33 and 34, except the East 103 feet of Lot 34 and the East 103 feet of the South 25 feet of Lot 33 and the East 48 feet of the North 15 feet of Lot 33, and the East 48 feet of the South 5 feet of Lot 32, all in Block 19, in the City of LeCompton, in Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, including any and all fixtures that are now, or which may hereafter be placed in or attached to the building or buildings now or hereafter standing upon said premises, FOREVER; and warrant the title to the same.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit: This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to the Association, its successors and assigns, the payments of the sum of Two Thousand, Six Hundred Eleven and 80/100 Dollars,

with interest thereon, according to the terms of one certain promissory note dated August 7, 1967

executed and delivered by the Mortgagor to the Association for the principal sum of Two Thousand Six Hundred Eleven and 80/100 Dollars,

together with interest from date at the rate of five per cent discount, payable monthly, on unpaid principal, said principal and interest, to be paid in monthly installments as follows: Forty Three & 53/100 (\$43.53)

on the 1st day of October, 1967 and on the first day of each and every month thereafter, such payments to be applied first to interest due on the unpaid principal and the remainder in reduction of the principal until said debt is paid in full, with interest after maturity at rate of 10 per cent per annum; which said note is payable at the office of the Association in Kansas City, Missouri.

THE MORTGAGOR HEREBY COVENANTS AND AGREES:

1. That he is lawfully seized in fee simple of the premises hereby mortgaged and conveyed, and that he has a good right to sell and convey the same as aforesaid; that said premises are free and clear of all encumbrances, and that he will warrant and defend the same unto the Association, its successors and assigns, against all lawful claims and demands.
2. To pay said note hereby secured and the interest thereon as the same shall become due and payable.
3. To keep all buildings erected and to be erected upon said lands and all equipment and personalty thereon insured against loss or damage by fire and windstorms in an amount not less than this loan and in a company and by a policy approved by said Association, as additional security to said mortgage debt; and to deliver to said Association, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policies, the Association, its legal representatives or assigns, shall have the option to receive and apply the same on the indebtedness hereby secured, or to permit the Mortgagor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory lien or right under or by virtue of this mortgage. If the Mortgagor fails to provide new policies 15 days before any expire, the Association may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose or any other right hereunder.
4. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now or hereafter assessed against the said described property, and promptly deliver the official receipt for the same to the Association, or a certificate signed by each tax collecting official to whom any such taxes shall be payable, showing that all taxes due have been paid before they become delinquent; and if the same be not promptly paid, the Association, its legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any other right hereunder.
5. That in case of failure on his part, or on the part of his heirs, executors, administrators, or assigns, to pay all taxes and assessments when by law they become due and payable, or to keep in force policies of insurance heretofore provided for, if the Association shall pay said taxes and assessments and maintain said insurance, the amounts so expended by it shall become a part of the unpaid balance of the note hereby secured, thereby increasing said unpaid balance, and the same may be recovered with interest at the rate of ten per cent per annum, and shall be fully secured by this mortgage.
6. Not to remove or permit to be removed from said premises any buildings or fences or other improvements without the written consent of the Association; that he will neither commit nor permit waste or trespass on said premises; and that he will maintain the buildings and improvements thereon in good repair.