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Reg. No. 2,492
Fee Paid \$6.00

BOOK 148

11040

Mortgage

KNOW ALL MEN, that Edna E. Nyquist, a singel person, individually and in her own right of Stevens Point, Wis. herein called the mortgagor, whether one or more, hereby mortgages to THE FIRST NATIONAL BANK OF STEVENS POINT, a national banking association, located in the city of Stevens Point, Wisconsin, herein called mortgagee, in consideration of the sum of Two Thousand, Three Hundred, Seventy-Five and 76/100 Dollars (\$ 2375.76), in hand paid, the receipt of which is hereby acknowledged, and conveys and warrants to the mortgagee the following described real estate in County, State of Wisconsin:

Commencing at the Southwest corner of Lot thirty-nine on Sixth Street, thence North Fifteen feet; thence East seventy feet; thence South fifteen feet; thence West Seventy feet to the point of beginning, in the City of Baldwin City, Kansas.

together with all the hereditaments, privileges and appurtenances to the same belonging, and all the rents, issues and profits which may arise or be had therefrom, including screen and storm doors and windows, attached mirrors, fixtures, shades, attached floor covering, hot water heater, furnace, oil tank, and light fixtures, which shall be a part of the real estate for the purposes of this mortgage.

TO HAVE AND TO HOLD the same to the mortgagee.
And the mortgagor hereby covenants that the mortgagor is seized of a good title to the real estate in fee simple, free and clear of all encumbrances, except as follows:

and the mortgagor will forever warrant and defend the same to the mortgagee against all claims whatsoever.

If the mortgagor pays or causes to be paid to the mortgagee the sum of money as expressed in the note or notes secured hereby bearing even date herewith, and in the amount of the above consideration, according to the terms thereof and makes all other payments and performs all other terms, conditions, covenants, warranties and promises contained in this mortgage, then these presents shall cease and the note or notes be void.

This mortgage is given to secure in addition to the foregoing, such further sums of money which may be or become owing by the mortgagor, or any or either of them, to the mortgagee, its successors or assigns, at any time hereafter and prior to the release in writing of this mortgage by the mortgagee, its successors or assigns.

The mortgagor covenants with the mortgagee that the interests of the mortgagor and of the mortgagee in such real estate shall be assessed for taxation and taxed together, without separate valuation, and to pay before they become delinquent all taxes and assessments now or hereafter assessed or levied against this mortgage or the note or notes secured hereby and on the real estate described in this mortgage, including every mortgage interest which this mortgage may have or be deemed to have in such real estate by reason of this mortgage, and to deliver to the mortgagee or the mortgagee's representative on demand receipts showing due payment thereof, hereby waiving and releasing all rights of offset or deductions against the indebtedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor covenants with the mortgagee to keep the mortgaged premises insured for fire and extended coverage for at least the sum of its insurable value to pay the premiums thereon when due, and to comply with coinsurance provisions, if any, in insurance companies approved by the mortgagee, with loss payable to the mortgagee as its interest may appear. All original policies covering the mortgaged premises shall be deposited with and held by the mortgagee.

- The mortgagor covenants with the mortgagee:
1. To pay the indebtedness hereby secured;
 2. To keep the mortgaged premises in good and tenantable condition and repair;
 3. To keep the mortgaged premises free from liens superior to the lien of this mortgage;
 4. Not to commit waste nor suffer waste to be committed;
 5. Not to do any act which impairs the value thereof.

To assure the prompt payment of all installments of principal and interest, and to reimburse the holder of this mortgage for expenses occasioned by late payment, the holder may collect from the mortgagor a late charge of 12 % of any installment paid after its due date.

If taxes or assessments remain unpaid after they become delinquent, or in case of failure to keep the mortgaged premises so insured, the approved policies deposited, or the insurance premiums paid, or to keep the same in good condition and repair, free from liens and waste, the mortgagee may cure such defaults, and all sums so paid shall immediately be repaid to the mortgagee and shall, unless so repaid, be added to and be part of the indebtedness secured hereby, and bear interest at the rate of 6 % per annum and form a lien upon the real estate described herein.

If legal or equitable ownership of all or any part of the mortgaged premises is transferred or otherwise passes to a third party, or in case of default in the payment of any principal or interest when the same becomes due, or in the performance of any of the terms, conditions, covenants, warranties, or promises by the mortgagor herein or in said note, or notes to be kept or performed, then the whole amount of unpaid principal shall, at the option of the mortgagee, be due and payable without notice, notice being hereby expressly waived.

If the option to accelerate is exercised, the unpaid principal and interest, together with all sums which may be or have been paid by the mortgagee in hereto authorized, with interest on such disbursements at the rate aforesaid, shall be collectible in a suit at law, or by foreclosure of this mortgage by action or advertisement in the same manner as if the entire unpaid principal had been due at the time when any such default occurred, and the indebtedness shall embrace, with unpaid principal and interest, all the sums so disbursed, with interest as aforesaid.

The mortgagor agrees that if this mortgage is foreclosed, the mortgagee may invoke the provisions of Sec. 278.101, Wis. Stats., and hold the foreclosure sale six months after the foreclosure judgment is entered.

It shall be lawful for the mortgagee to sell the real estate, with appurtenances and improvements, at public sale, and thereupon execute and deliver to the purchasers deeds of conveyance pursuant to the statutes.

In case of foreclosure proceedings, whether abated or not, all foreclosure expenses, including an attorney's reasonable fee, shall be added to the principal, become due as incurred, and in case of judgment be included therein.

Upon the commencement or during the pendency of any action to foreclose this mortgage, without regard to the adequacy or inadequacy of the mortgaged premises as security for the note or notes secured hereby, the court may appoint a receiver of the mortgaged premises, including homestead interest, and may empower the receiver to collect the rents, issues, and profits of said premises during the pendency of such action and until the confirmation of sale, and may order such rents, issues, and profits when so collected, to be held and applied as the court shall, from time to time, direct.

If there is more than one mortgagor, each and all of the provisions of this mortgage bind the mortgagors jointly and severally.

All terms, conditions, covenants, warranties and promises herein bind the heirs, legal representatives, successors, and assigns of the mortgagor and benefit the mortgagee, its successors and assigns, and apply to any extension, renewals or modifications of the note or notes secured hereby bearing even date herewith.

IN WITNESS WHEREOF, this mortgage has been executed and delivered this 6th day of October, 19 67.

SIGNED AND SEALED IN PRESENCE OF

L. W. Belmont

L. W. Belmont

M. J. Holtz

M. J. Holtz

Edna E. Nyquist (SEAL)

Edna E. Nyquist

(SEAL)

(SEAL)

(SEAL)

for Release of Mortgage See Book 155 Page 329