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Reg. No. 2,906
Fee Paid \$6.25

MORTGAGE

222-2-T. W.

Hall Litho. Co., Topeka

12940 BOOK 150

THIS INDENTURE, Made this nineteenth day of April

1968

between Lester L. Henry and Genevieve June Henry

of Douglas County, in the State of Kansas

, as mortgagor.

and Sam Bittner, administrator of the Estate of Wilma Bittner, deceased

of Richardson County, in the State of Nebraska

, as mortgagee.

WITNESSETH, That in consideration of the sum of Two thousand five hundred---

the receipt of which is hereby acknowledged, said mortgagors do hereby mortgage and warrant unto said mortgagee, heirs and assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas to wit: Lot Four (4) in Block Sixteen (16) in that part of the City of Lawrence, Douglas County, Kansas, formerly known as North Lawrence.

Said mortgagors do hereby covenant and agree that at the delivery of this instrument they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage in the amount of \$2000.00, rec. Douglas Co. Book 140 Page 30R.D. and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said mortgagors hereby agree to pay all taxes and assessments levied on said premises before any penalties or costs shall accrue on account thereof, and to keep said premises insured in favor of mortgagee in the sum of at least Two thousand five hundred----- DOLLARS in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ Two thousand five hundred Dollars advanced by mortgagee to mortgagors, with interest, and such charges as may become due to mortgagee under the terms of the note hereby secured, which note is hereby made a part hereof, and which is to be paid by mortgagors to mortgagee with interest at six % per annum as follows: \$76.06 on the 20th day of May, 1968, and \$76.06 on the 20th day of each succeeding month thereafter, until the whole is fully paid, with interest from this date at the rate of six per cent per annum. The interest on each installment and the interest on the unpaid balance of the principal sum to be paid at the maturity of each installment.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to mortgagors by mortgagee and all indebtedness in addition to the above amount which mortgagors may owe to mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect until all amounts due hereunder, including future advancements, are paid in full, with interest. Upon the maturing of the indebtedness for any cause, the total debt on such additional loans, if any, with interest, shall at the same time and for the same specified causes be considered matured, and shall be collectible out of the proceeds of sale through foreclosure or otherwise.

Mortgagors shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, including abstract or title insurance expenses, because of the failure of mortgagors to comply with the provisions of said note and this mortgage, and the same are hereby secured by this mortgage.

The failure of mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at a later date, and to enforce strict compliance with all of the terms and provisions of said note and of this mortgage.

NO. If said mortgagors shall pay or cause to be paid to said mortgagee heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, and all future advancements with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall become due and payable at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises.

This mortgage shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands the day and year first above written.

Lester L. Henry

Genevieve Mortgagor June Henry

STATE OF KANSAS, Douglas COUNTY, ss.
REMEMBERED, That on this 19th day of April, 1968 before me, the undersigned Notary Public in and for the County and State aforesaid, came Lester L. Henry and Genevieve June Henry who are personally known to me to be the same persons who executed the within instrument of mortgage, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Term expires April 1, 1969 19

Leo L. Eller
Notary Public.

Recorded May 2, 1968 at 10:31 A.M.

Register of Deeds