

12354

**MORTGAGE**  
(KANSAS SHORT FORM)

12190

BOOK 150

BOOK 149

Marion E. Anderson and Maxine H. Anderson, husband and wife  
mortgagor S. of Douglas County, Kansas mortgage, convey and  
warrant unto The First National Bank of Olathe as mortgagee, the following described real  
estate situated in Douglas County, Kansas to-wit:

The West Half of the Southwest Quarter of Section 27, Township 14,  
South, Range 18 East of the Sixth Principal Meridian.

to secure the payment of Nine Thousand and no/100-----(\$9,000.00)  
with interest thereon according to the terms of a certain note of even date herewith, executed and delivered by  
the said mortgagor S payable to the order of said mortgagee their heirs or assigns,  
according to the terms thereof.

The mortgagor S warrant that the real estate hereby conveyed is free and clear of all encumbrances.

The mortgagors covenant and agree that together with and in addition to the monthly payments of principal  
and interest payable under the terms of the note secured hereby, the mortgagors will pay each month to the  
mortgagee, until the said note is fully paid, a sum equal to one-twelfth of the amount of the annual real estate  
taxes and assessments levied or to be levied against the premises covered by this mortgage and also one-twelfth  
(1/12) of the known or estimated yearly premiums that will become due and payable to maintain the insurance  
in force on said property. The mortgagee shall hold said monthly payments in trust to pay such taxes, assess-  
ments and insurance when due.

The above named mortgagor S agree to pay all taxes as herein provided before same become delinquent,  
and they agree that they will, until the said debt is paid, keep the building erected on said premises  
insured to the amount of adequate for the benefit of the holder of this mortgage, in an insurance company

acceptable to the mortgagee, and upon failure to comply with the foregoing conditions, it is agreed that the  
holder of this mortgage may pay the taxes and the cost of insurance and the amount so paid shall bear interest  
at the rate of 10% per annum from the date of payment and be an additional lien upon the mortgaged real estate,  
concurrent with and collected in the same manner as the principal debt hereby secured, and as additional and  
collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the under-  
signed hereby transfers, sets over and conveys to the mortgagee, all rents, or other income that may from time  
to time become due and payable under any lease of any kind now existing or that may hereafter be executed  
or come into existence, covering the land described herein, or any portion thereof, with authority to collect the  
same. Which rights are to be exercised by said mortgagee only in the event of delinquency or default in com-  
pliance with the terms of this mortgage and note hereby secured, and this rental assignment shall be void if such  
payment be made as provided in said note.

Now, if payment is made as provided, this mortgage shall be released at the cost of mortgagor S which  
costs they agree to pay; but if default is made in said payments or any of them at the time, and  
time specified, the holder of the mortgage may without notice, elect to declare the whole debt due, and there-  
upon, this mortgage shall become absolute, and the holder thereof may immediately cause this mortgage to be  
foreclosed in the manner provided by law.



Witness their hands this 21st day of February 19 68

Marion E. Anderson  
Marion E. Anderson

Maxine H. Anderson  
Maxine H. Anderson

STATE OF KANSAS,

County of JOHNSON

SS.

BE IT REMEMBERED, That on this 21st

day of February

A. D. 1968

before me, the undersigned, a notary public

in and for the County and State aforesaid, came Marion E. Anderson and Maxine H.

Anderson husband and wife

who are personally known to me to be the same person S who executed the within instrument of writing,  
and who have duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial  
seal this 21st day and year last above written.

Term expires February 18, 19 70

B. M. HALE

Notary Public.

Recorded May 24, 1968 at 3:30 P.M.

Janis Boem Register of Deeds