between Bernard L. Haney and Carlena M. Haney, Husband and Wife,

of Douglas - County, in the State of Kansas

and University State Bank, 955 Iowa Street, Lawrence, Kansas,

Douglas County, in the State of Kansas , as mortgagee.

day of

June

Hall Lithe, Co., Top

19 68

, as mortgagor.

387

WITNESSETH, That'in consideration of the sum of ----Seven Thousand-----

MORTGAGE

the receipt of which is hereby acknowledged, said mortgagos do hereby mortgage and warrant unto said mortgages , heirs and assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas to wit:

Lots 1, 2, 3, 7, 8, 9, 10, 11 and 12 in Block Fifty Four (54) in the town of

Clinton in Douglas County, Kansas. do hereby covenant and agree that at the delivery of this instrument they are Said mortgagor S do the lawful owner S of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except ---None---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 mortgagor S hereby agree to pay all taxes and assessments levied on said premises before any penalties or costs DOLLARS

This mortgage is executed to secure payment of the sum of \$7,000.00----- Dellars advanced by mortgagee to mortgagor S, 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 mortgagor S to mortgagee with interest at 71/2 % per annum as follows:

Monthly payments of \$139.44 to be first applied to interest, then the balance to the principal. Said payments to commence _July 1, 1968

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 mortgager 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 hereundar, 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 other-wise.

Mortgagor S shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee , includ-ing abstract or title insurance expenses, because of the failure of mortgagor S 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.

NOW, If said mortgagors shall pay or cause to be paid to said mortgagee Now, if shu mortgagers shall pay or cause to be paid to said mortgaged . its 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 layied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insur-ance premiums are into 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. its heirs or assigns, said

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

WINNESS WHEREOF, said mortgagors have hereunto set theirhands the day and year first above written

Bernard L. Haney

Register of Deeds

STATE OF KANSAS, Douglas	COUNTY
BE IT REMEMBERED That on this 18th	
Bernard, L. Haney and Carlena M. Han	and for the County and State aforesaid, came
ANOTARY working, and such personally known to me to be	the same person S who expended the within inclusion of
18 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and	
Top urpires Devember 4,, 19 71	Barbara F. Osborn, Notary Public.
corded ture 19, 1069 at 4.06 P M	N/ O