

398 398

Said note further provides: Upon transfer of title of the real estate, mortgaged to secure this note, the entire balance remaining due hereunder may at the option of the mortgagee, be declared due and payable at once.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated which the first parties, or any of them, may owe to the second party, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, assessments and insurance premiums as required by second party.

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

First parties hereby assign to second party the rents and income arising at any and all times from the property mortgaged to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by foreclosure or otherwise.

The failure of second party to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immediate possession of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

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

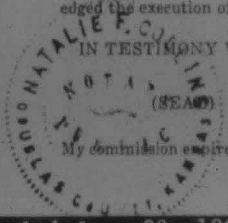
IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written.

STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 20th day of June, A. D. 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John J. Schilts and Judy R. Schilts, his wife who are personally

known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



My commission expires: March 3, 1970

Natalie F. Collins
Notary Public

Recorded June 20, 1968 at 2:50 P.M.

Janice Beem Register of Deeds

13511
BOOK 150
ASSIGNMENT OF MORTGAGE

Know All Men By These Presents:

That THE FIDELITY INVESTMENT COMPANY, of Wichita, Sedgwick County, Kansas, in consideration of the sum of Nineteen Thousand and 00/100 DOLLARS to it in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto METROPOLITAN LIFE INSURANCE COMPANY

and assigns, one certain mortgage, dated the 12th day of June, 1968, executed by John Jimenez and Naida J. Jimenez, his wife

to THE FIDELITY INVESTMENT COMPANY, of Wichita, Kansas, given to secure the payment of \$ 19,000. and interest thereon, and duly filed for record in the office of the Register of Deeds of Douglas County, Kansas on the 18 day of June 1968, and recorded in book 150 on pages 380-2 together with the note debt and claim secured by said mortgage, and the covenants contained in said mortgage.