

596

Reg. No. 3,128 596
Fee Paid \$20.00

MORTGAGE

13956

BOOK 150

222-2-T. W.

Hall, Litho. Co., Topeka

THIS INDENTURE, Made this 25th day of July 19 68

between Virginia E. Brand-----
a single woman
of Douglas County, in the State of Kansas, as mortgagor.
and University State Bank, 955 Iowa Street, Lawrence, - Kansas,
of Douglas County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of
-----Eight Thousand----- and NO/100 DOLLARS,
the receipt of which is hereby acknowledged, said mortgagor do es hereby mortgage and warrant unto said mortgagee
her heirs and assigns, all of the following described Real Estate situated in Douglas
County, and State of Kansas to wit:

Lot Eighty-two (82) on Maine Street,
in Block Twenty-one (21), in that part
of the City of Lawrence known as West
Lawrence, Douglas County, Kansas.

Said mortgagor does hereby covenant and agree that at the delivery of this instrument she is
the lawful owner 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 she 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 hereby agrees 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
-----Eight Thousand--- and No/100----- DOLLARS
in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$8,000.00-----Dollars
advanced by mortgagee to mortgagor, 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 to
mortgagee with interest at 7 1/4 % per annum as follows:

Fifty-nine (59) monthly payments of \$101.07, balance due
on 60th payment. First deduct interest, then apply
remainder of payment to principal. Said payments to
commence August 5, 1968

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to
mortgagor by mortgagee and all indebtedness in addition to the above amount which mortgagor 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 other-
wise.

Mortgagor 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 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 mortgagor shall pay or cause to be paid to said mortgagee her 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 insur-
ance 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 mortgagor has hereunto set her hand the day and year first above written.

Virginia E. Brand
Virginia E. Brand

Mortgagor