

14937

BOOK 151

MORTGAGE

This Indenture, Made this 11th day of October 1968 A. D., 19 68

LOAN NO. 470644

by and between Bill L. Davison and Lorene M. Davison, husband and wife,

of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twelve Thousand Seven Hundred and No/100

the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas State of Kansas, to-wit:

Beginning at a point on the West line of the Northwest Quarter of Section Ten (10), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, 909.19 feet South of the Northwest corner thereof; thence East parallel with the North line of said Quarter Section, 770 feet; thence South parallel with the West line of said Quarter Section, 927.75 feet, more or less, to the center of a road; thence Northwesterly, along the center line of said road, 782.95 feet, more or less, to the West line of said Quarter Section; thence North, on said West line, 772.01 feet, more or less, to the point of beginning, less the following: Beginning at a point in the center line of Franklin Avenue in the old townsite of Franklin, Kansas, in Douglas County, Kansas, 1754.4 feet South and 385 feet East of the Northwest corner of the Northwest Quarter of Section 10, Township 13 South and Range 20 East, thence North parallel with the West line of said Northwest Quarter 390.90 feet, thence East parallel with the North line of said Quarter Section 385.0 feet, thence South parallel with the West line of said Northwest Quarter 463.875 feet to the center line of Franklin Avenue, thence Northwest along center of Franklin Avenue 391.85 feet to the point of beginning; and also less the following: Beginning at a point in the center line of Franklin Avenue in the townsite of Franklin, Kansas, in Douglas County, Kansas, 1754.4 feet South and 385 feet East of the Northwest corner of the Northwest Quarter of Section 10, Township 13 South, and Range 20 East, thence North parallel with the West line of said Northwest Quarter 390.90 feet, thence West parallel with the North line of said Quarter Section 120 feet, thence South parallel with the West line of said Northwest Quarter to the center of Franklin Avenue; thence Southeast along center of Franklin Avenue to the point of beginning, in Douglas County, Kansas.

This is a purchase money mortgage.

The mortgagor also agrees that should the construction on the property securing this mortgage and the note secured hereby not be completed within six months from the date hereof, the mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

X Bill L. Davison
Bill L. Davison

X Lorene M. Davison
Lorene M. Davison

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as a part of the plumbing therein, or for any purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor or, in and to the mortgaged premises unto the Mortgagee, forever.

AND, ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS and this instrument is executed and delivered to secure the payment of the sum of Twelve Thousand Seven Hundred and No/100 DOLLARS, with interest thereon and such charges and advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date herewith, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure in addition to the original indebtedness, any future advances made to said mortgagor, or any of them or their successors in title, by the mortgagee, and any and all indebtedness in addition to the amount above stated which the said mortgagor, or any of them may owe to the mortgagee, 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 secured hereunder, including future advances, 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.