

563

Reg. No. 3,376  
Fee Paid \$7.50

15193

BOOK 151

## MORTGAGE

THIS INDENTURE, made this 7th day of October, 19 68 between Clyde Stogsdill  
and Viola Stogsdill  
of the County of Douglas, and State of Kansas, hereinafter referred to as Mortgagors, and  
BENEFICIAL FINANCE CO. OF Lawrence, a Kansas corporation having an office and place of business at  
725 Massachusetts St., Lawrence, Kansas, Mortgagee,

WITNESSETH, that the Mortgagors, for and in consideration of a loan made to them in the Principal Amount of Loan of  
Three Thousand Dollars (\$ 3000.00), receipt whereof is hereby acknowledged, hereby mortgage and warrant  
to the Mortgagee, its successors and assigns, the following described property situated in the County of Douglas,  
and State of Kansas, to wit:

Beginning at the South-East corner of Block 30 on Wisconsin Street, in that part of the  
City of Lawrence, known as West Lawrence, thence North 50 feet along Wisconsin Street, thence  
West 125 feet, thence South 50 feet to Fifth Street, thence East 125 feet along Fifth  
Street to the place of beginning.

This mortgage is to correct a previously recorded mortgage recorded Oct. 16, 1968  
Receipt number 3376. Fee paid \$7.50

TO HAVE AND TO HOLD the premises described above, together with all and singular the tenements, hereditaments and  
appurtenances, and the rents, issues and profits thereof and all fixtures now or hereafter placed in any building now or  
hereafter on said premises, and also all the estate, right, title and interest of the Mortgagors of, in and to the mortgaged  
premises, unto the Mortgagee, forever.

And the said Mortgagors, for themselves and their heirs, do hereby covenant to and with the Mortgagee, its successors and  
assigns, that they are lawfully seized of the premises aforesaid, that the premises are free and clear of encumbrances ex-  
cept as aforesaid, and that they will forever warrant and defend same with the appurtenances unto the said Mortgagee, its  
successors and assigns forever, against the lawful claims and demands of any and all persons, and the Mortgagors here-  
by release and convey all right of homestead in and to said premises.

This mortgage is given to secure payment of a promissory note of even date herewith and in the Principal Amount of Loan  
disclosed above, said Principal Amount of Loan and Charges as provided in said note to be paid in 48 instalments  
of Eighty-two and fifty cents (\$ 82.50) each, beginning on the First Due Date of November 7  
19 68 and continuing on the same day of each succeeding month thereafter until said note is fully paid, except that, if  
not sooner paid, the final payment shall be due and payable on the Final Due Date of October 7, 1972 as provided  
in said note.

The Mortgagors hereby agree to pay all taxes assessed on the mortgaged premises before any penalties or costs accrue  
thereon and also agree to keep said premises insured against loss by fire or such other hazards, and in such amounts as  
may be satisfactory to the Mortgagee; in default whereof the Mortgagee may pay any such taxes, accruing penalties, in-  
terest and costs, and insure the premises at the expense of the Mortgagors, and any such expense shall from the date of  
payment thereof by the Mortgagee become an additional lien on the premises under this mortgage, and shall bear interest  
at the rate of Ten Percent (10%) per annum until paid to the Mortgagee. The Mortgagors further covenant to and with the  
Mortgagee that they will neither permit nor commit waste, and they will maintain the property in as good condition as at  
present, reasonable wear and tear excepted.

This mortgage shall be void if all payments are made and all covenants performed as provided in said note or in this  
mortgage. Time is of the essence. If default is made in any such payment or performance, then the whole obligation se-  
cured by this mortgage shall immediately become due and payable at the sole option of the Mortgagee, and it shall be  
lawful for the Mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or  
any part thereof, in the manner prescribed by law. The Mortgagors, and each of them, hereby expressly waive appraisement  
of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas.