

15962

REAL ESTATE MORTGAGE

BOOK 132

This mortgage made on the 16 day of January, 1969 between Harold T. Hutton
and Ruth M. Hutton, his wife hereinafter referred to as MORTGAGORS, and ASSOCIATED FINANCE INC., whose ad-
dress is Lawrence, Kansas, a corporation, hereinafter referred to as MORTGAGEE.

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real
property hereinafter described as security for the payment of a note of even date herewith in the total amount of Nineteen Hundred
and Twenty Dollars ————— Dollars \$ 1,920.00

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents,
issues, profits, fixtures and appliances thereunto attaching or in any wise thereto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortga-
gee, its successors and assigns, forever; and mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee
simple and have authority to convey the same, that the title so conveyed is clear, free and unincumbered except as hereinafter appears and that mort-
gagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter
shown.

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obli-
gations which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against
all hazards with an insurance company authorized to do business in the State of Kansas, acceptable to Mortgagee, which policy shall contain a loss-
payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail so to do, they hereby authorize Mortgagee to insure or cause
insurance on said property in a sum not exceeding the amount of Mortgagors' indebtedness for a period not exceeding the term of such indebtedness,
and to charge Mortgagors with the premium thereon, or to add such premium to Mortgagors' indebtedness. If Mortgagee elects to waive such insurance,
Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or ex-
pended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mort-
gagors further agree: To pay all taxes, assessments, bills for repairs and any other expenses incident to the ownership of the mortgaged property when
due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage,
and to pay, when due, all installments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of
this mortgage and existing on the date hereof. If Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the
same on their behalf, and to charge Mortgagors with the amounts so paid, adding the same to Mortgagors' indebtedness secured hereby. To exercise due
diligence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the
mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of
any installment when due, or if Mortgagors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver
appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or state-
ments of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part
of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and
shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, mortgagee shall be entitled to the
immediate possession of the mortgaged property with the rents, issues, income and profits therefrom, with or without foreclosure or other proceedings.
Mortgagors shall pay all taxes and attorneys' fees which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it
may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors will pay to Mort-
gagee, in addition to payable costs, a reasonable amount as attorneys' fees and a reasonable fee for the search made and preparation for such fore-
closure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the
imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice
its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of mortgagee in exercising any of such
rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and
mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns
of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is described as follows:

Lot 77 on New Jersey Street in the City of Lawrence.

Title to said property is clear, free and unincumbered except (state exceptions, if any)

IN WITNESS WHEREOF, mortgagors have executed this mortgage on the day above shown.

Harold T. Hutton Mortgagor

Ruth M. Hutton Mortgagor

61163

ACKNOWLEDGMENT BY INDIVIDUAL OR PARTNERSHIP MORTGAGOR - BORROWER

STATE OF KansasCounty of Douglas

SS

Be it remembered, that on this 16th day of January, A.D. 1969, before me a Notary Public

Title of Officer

personally appeared Harold T. and Ruth M. Hutton, man & wife (state marital status) who is (are) personally known to me,
and known to me to be the same person(s) who executed the foregoing instrument, and each person(s) duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, this 16th day of January 1969.

My Commission Expires 12-5-72

J. P. Christianson Notary Public

