

KCUL Form RE-1R-65

BOOK 154

17809

## CREDIT UNION REAL ESTATE MORTGAGE

ACCOUNT NO. 3539.23

THIS MORTGAGE made this 10 day of JULY, one thousand, nine hundred and Sixty-ninebetween W. LeRoy Chittenden & Carol Borg Chittenden (Husband & wife)  
329 E. 19th. of Lawrence, Kansas, County of Douglasand State of Kansas, hereinafter referred to as the Borrower, whether one or more, and the  
Kansas Highway Credit Union Credit Union of Topeka KansasWITNESSETH: That the Borrower in consideration of the sum of Five ThousandDOLLARS (\$ 5000.00) and the further covenants, agreements and loans and advances hereinafter specified to the said Borrower duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell, MORTGAGE AND WARRANT to the said Credit Union its successors and assigns, forever, all the following described real estate, situated in the County of Douglas State of Kansas, to-wit:

The North 50 feet of the East 181.2 feet, less the East 50 feet thereof, (said East 50 feet being deeded to Douglas County for a street) of Lot Seven (7), Block Four (4), in South Lawrence, as addition to the City of Lawrence, Douglas County, Kansas, (Known as 1935 Ohio St. Lawrence, Kansas)

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, and the rents, issues, and profits thereof; and also all furnaces, heaters, mantels, air-conditioning machines and equipment, gas and electric fixtures, screens, screen doors, storm doors and storm windows, awnings, water heaters, and water softeners, water pumps and electric motors contained or placed in the buildings upon said premises, and used or useful in connection with said buildings, as well as any and all garages and other out-buildings now located or hereafter placed upon said premises, whether the same are upon or off foundation; and also all the estate, right, title, and interest of the Borrower therein unto the Credit Union forever.

The Borrower hereby covenants that he has good right to sell and convey said premises, as aforesaid, and that they are free from encumbrances, and hereby warrants the title to the same against all persons whomsoever.

This mortgage is given to secure the payment of any sum or sums of money which may be loaned or advanced by the Credit Union, its successors or assigns, to the Borrower at the date hereof or from time to time, as the parties hereto may now or hereafter agree, with interest on each loan or advance from the time of the advance until paid; it being the intention of the parties hereto that this mortgage shall secure any and all advances made from time to time to the Borrower by the Credit Union, its successors or assigns, however evidenced, whether by note, check, receipt, book accounts, overdrafts, or any liability as endorser or guarantor on any other indebtedness of either of the Borrowers, either direct or indirect, now or hereafter held by the said Credit Union, its successors or assigns, and to remain in full force and effect between the parties hereto, or assigns, until all advances made by virtue hereof, including all other liabilities held heretofore mentioned, are paid in full with interest; said payments as made to the Credit Union by the Borrower to be applied first to the payment of interest on the principal and the balance in the reduction of the principal amount of said note.

The Borrower covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said notes or other obligations, at the time and in the manner therein provided.
2. That he will promptly pay, before the same shall become delinquent, all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon the mortgaged premises or any part thereof or upon the interest of the Borrower, his successors or assigns, in said premises or upon the note or debt secured by this mortgage.
3. That the Borrower will keep the improvements now existing or hereafter erected on the mortgaged premises insured, as may be required from time to time by the Credit Union, against loss by fire or other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Credit Union, and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Credit Union. In the event of loss, he will give immediate notice by registered mail to the Credit Union who may make proof of loss, if not made promptly by the Borrower, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Credit Union instead of to the Borrower and the Credit Union jointly, and the insurance proceeds, or any part thereof, may be applied by the Credit Union, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.
4. In case of failure to insure or maintain insurance as agreed, or on failure to deliver said policies to the Credit Union, or on default in the payment of any premium on any such policy when due, the Credit Union may procure and maintain such insurance and pay any and all premiums thereon and collect the cost thereof with interest at the highest legal rate, from the Borrower, and the same with interest as aforesaid shall be a lien on said premises and be secured by this mortgage and collected in like manner as the principal sum hereby secured. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title, and interest of the Borrower in and to any insurance policies then in force shall pass to the purchaser or grantee.
5. That he will keep the evidence of title, as deposited with the Credit Union, extended to show the record ownership of the premises and to show the state of title in the event of any legal proceedings affecting this mortgage, and will keep the buildings and other improvements on the premises in as good repair and condition as at this time, ordinary wear and tear only excepted.
6. To reimburse the Credit Union for all costs and expenses incurred in any suit in which the Credit Union may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court costs, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.
7. In the event of foreclosure of this mortgage, the Credit Union shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues, and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.
8. That if there shall be a default in any of the terms, conditions, or covenants of this mortgage, or of the notes or other obligations secured hereby, then any sums owing by the Borrower shall, at the option of the Credit Union, become immediately due and payable. The Credit Union shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues, and profits thereof. In the event of any default as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.