

59

Form 5-26

R/E LOAN

18960 REAL ESTATE MORTGAGE

BOOK 155



This Indenture Made this 10th day of October, 1969
by and between

WILLIAM B. DUNCAN and BEULAH T. DUNCAN, his wife,

of the County of Douglas and State of Kansas, parties of the first part,
and THE FIRST NATIONAL BANK OF TOPEKA, Topeka, Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
----- TWO THOUSAND AND NO/100 ----- DOLLARS,
to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BAR-
GAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of
the following described real estate, situated in the County of Douglas and
State of Kansas, to-wit:

Lot Nine (9), in Block E, in Lawrence
Heights, an Addition to the City of Lawrence

Together with hereditaments and appurtenances thereof, and all the estate, right, title and interest
of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adja-
cent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all
shelving, counters, office, department and other partitions, all store fixtures, gas, air conditioning and
electric fixtures, radiators, heaters, engines, and machinery, boilers, ranges, elevators and motors, bath-
tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, man-
tels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and
chattels and personal property as are ever furnished by landlords in letting or operating a building, simi-
lar to the one herein described and referred to, which are or shall be attached to said building by nails,
screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fix-
tures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs,
executors, administrators, successors, legal representatives, and assigns, and all persons claiming by,
through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein
mentioned, and to be conveyed by this Mortgage.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances there-
unto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party
of the second part, and to its successors and assigns, forever. And the said parties of the first part do
hereby covenant and agree that, at the delivery hereof, they are the lawful owners of the premises
above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all
incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of
said party of the second part, its successors and assigns, forever, against the lawful claims of all persons
whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions,
to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the
sum of ----- TWO THOUSAND AND NO/100 ----- DOLLARS,
according to the terms of one certain mortgage note of even date herewith,
executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable
as follows: The sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) on the
tenth day of each and every month, beginning with November 10, 1969, up to
and including October 10, 1978, the balance then due to be payable November 10,
1978.

to the order of the said party of the second part with interest thereon, according to the terms of said note;
both principal and interest and all other indebtedness accruing hereunder being payable in lawful money
of the United States of America, which shall be legal tender in payment of all debts and dues, public and
private, at the time of payment, at THE FIRST NATIONAL BANK OF TOPEKA, Topeka, Kansas, or
at such other place as the legal holder of the principal note may in writing designate, and said note bear-
ing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on
the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep
all the buildings which are now or may hereafter be upon the premises unceasingly insured to the
amount of ----- None ----- DOLLARS,

in insurance companies acceptable to the party of the second part with policies payable to it in case of
loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortga-
gee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due.
In case of loss it is agreed that the party of the second part may collect the insurance moneys or may de-
liver the policies to the said parties of the first part for collection. At the election of the said party of
the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in
rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extin-
guish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay
any unpaid taxes or assessments charged against said property, and may insure said property if default
be made in the covenant to insure; and any sums so paid shall become a lien upon the above described
real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any
suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered
shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the
rents and profits of the said premises are pledged to the party of the second part as additional and col-
lateral security for the payment of all the indebtedness secured hereby, and the said party of the second
part is entitled to the possession of said property, by receiver or otherwise, as it may elect.