

For Partial Release See Book 159 Page 549

258

This mortgage is executed to secure payment of the sum of \$ four thousand eight hundred Dollars advanced by mortgagee to mortgagor Raymond M. Sanford with interest, and such charges as may become due to mortgagee under the terms of the note hereby secured, which note is hereby made a part hereof, and which is to be paid by mortgagor Raymond M. Sanford to mortgagee with interest at 8 1/2 % per annum as follows: Beginning monthly on Dec 10, 1969, the sum of \$98.48 with the interest on unpaid balance paid first from this amount and the remainder of payment credited to the principal balance, with balance of said principal due on November 10, 1974.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to mortgagor Raymond M. Sanford by mortgagee and all indebtedness in addition to the above amount which mortgagor Raymond M. Sanford may owe to mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect until all amounts due hereunder, including future advancements are paid in full, with interest. Upon the making of the indebtedness for any cause, the total debt on such additional loans, if any, with interest, shall at the same time and for the same specified causes be considered matured, and shall be collectible out of the proceeds of sale through foreclosure or otherwise.

Mortgagor Raymond M. Sanford shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, including abstract or title insurance expenses, because of the failure of mortgagor Raymond M. Sanford to comply with the provisions of said note and this mortgage, and the same are hereby secured by this mortgage.

The failure of mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at a later date, and to enforce strict compliance with all of the terms and provisions of said note and of this mortgage.

NOW, If said mortgagor Raymond M. Sanford shall pay or cause to be paid to said mortgagee, Raymond M. Sanford heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, and all future advancements with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall become due and payable at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises.

This mortgage shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, said mortgagor Raymond M. Sanford has hereunto set his hand the day and year first above written.

Raymond M. Sanford
Raymond M. Sanford
Irene Sanford
Irene Sanford
Mortgagor

STATE OF KANSAS, Jefferson COUNTY, ss.
BE IT REMEMBERED, That on this 10th day of November, 1969, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Raymond M. Sanford and Irene Sanford



who are personally known to me to be the same person S who executed the within instrument of writing, and such person S duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

June 4, 1973

Frank E. Obenland
Frank E. Obenland
Notary Public.

ASSIGNMENT

Recorded November 20, 1969 at 3:30 P.M.

James Beem Register of Deeds