

## MORTGAGE

222-2-T. W.

Hall Litho. Co., Topeka

BOOK 157 21688

THIS INDENTURE, Made this -8th- day of July, 1970

between Phil E. Stuart and Eleanor Y. Stuart, husband and wife  
of Douglas County, in the State of Kansas, as mortgagor.  
and University State Bank, P. O. Box 788, Lawrence, Kansas,  
of Douglas County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of Seventy-Five Hundred and NO/100 DOLLARS, the receipt of which is hereby acknowledged, said mortgagors do hereby mortgage and warrant unto said mortgagee their heirs, successors and assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas to wit:

Lot Seventy-six (76) in Alvamar Estates, an addition to the City of Lawrence, Douglas County, Kansas;

AND

Lot Seventy-seven (77) in Alvamar Estates, an addition to the City of Lawrence, Douglas County, Kansas.

Said mortgagors do hereby covenant and agree that at the delivery of this instrument they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except None

and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said mortgagors hereby agree to pay all taxes and assessments levied on said premises before any penalties or costs shall accrue on account thereof, and to keep said premises insured in favor of mortgagee in the sum of at least Seventy-Five Hundred and no/100 DOLLARS in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ 7,500.00 Dollars advanced by mortgagee to mortgagors, 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 mortgagors to mortgagee with interest at  $8\frac{1}{2}\%$  per annum as follows:

Repayable \$7500.00 plus interest January 4, 1971.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to mortgagors, or either or any of them, by mortgagee and all indebtedness in addition to the above amount which mortgagors, or either or any of them, 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 maturing 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.

Mortgagors 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 mortgagors 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.

If said mortgagors shall pay or cause to be paid to said mortgagee their heirs, successors or assigns, said sum of money hereby secured, 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 or 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, successors and assigns of the respective parties.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands the day and year first above written.

Mortgagor

Phil E. Stuart

Eleanor Y. Stuart