

REAL ESTATE MORTGAGE (TO CORPORATION)

23466

THIS INDENTURE, made this 12th day of December, 1970, between

MANUEL F. MONTEZ and BEVERLY C. MONTEZ, husband and wife

of the County of & Trust Co. and State of Kansas, hereinafter referred to as mortgagors, and The Roeland Park State Bank, Roeland Park, Kansas, hereinafter referred to as mortgagee.

- WITNESSETH, That said mortgagors, in consideration of the sum of

SEVEN THOUSAND AND NO/100

DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, hereby mortgage and warrant to said mortgagee, its successors and assigns, all of the following described property situated in the County of Douglas and State of Kansas, to-wit:

Lot 14 and the South 53 ft. of Lot 15 in HILLCREST 3RD ADDITION
to the City of Lawrence, Douglas County, Kansas.

together with the appurtenances and all of the estate, title and interest of the mortgagors therein. To have and to hold the above described property unto the mortgagee forever.

This mortgage is given to secure payment of the sum of

SEVEN THOUSAND AND NO/100

DOLLARS

according to the terms of their certain promissory note this day executed by said mortgagors to the mortgagee for that amount which is due and payable on January 11, 1971 with interest at 10 % per annum from the date thereof until paid, all according to the terms of said note.

As additional and collateral security for the payment of said debt with interest, and the taxes on said land, the mortgagors hereby transfer, assign, set over and convey to the mortgagee all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other lease/s of any kind now existing or hereafter to come into existence covering said property, or any portion thereof, with authority to collect the same; and the mortgagors hereby agree to execute, acknowledge and deliver to the mortgagee such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the debt secured. Said assignment shall terminate and become void upon the payment and release of this mortgage. Should operation under any oil, gas, mineral or other lease seriously deprecate the value of said property, then all notes secured by this mortgage shall thereupon become due and payable, at the option of the mortgagee.

Said mortgagors hereby covenant and agree that at the delivery hereof they are the lawful owners of the above described property, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a first mortgage to American Savings & Loan Assn., Topeka, Kansas.

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

This mortgage shall be void if all payments are made as in said note, and as herein specified. Time is expressly made of the essence hereof.

Said mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon, and also agree to keep said property insured in favor of said mortgagee in the sum of

THIRTY-FIVE THOUSAND AND NO/100

DOLLARS

in an insurance company satisfactory to said mortgagee; in default whereof the mortgagee may pay the taxes and accruing penalties, interest and costs, and may insure the same at the expense of the mortgagors, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage upon the above-described property, and shall bear interest at the rate of 10% per annum until paid to the mortgagee.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assign to said mortgagee all rents and income arising at any and all times from said property and hereby authorize said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

Mortgagors agree not to commit or permit waste on said property.

If default is made in such payments, or any part thereof, or interest thereon, or in the taxes assessed on said premises, or if the insurance is not kept up thereon, or if any other terms of said note or this mortgage are breached by the mortgagors, then the whole principal of said debt with interest, and all taxes and accruing penalties and interest and costs remaining unpaid or which may have been paid by the mortgagee, and all sums paid by the mortgagee for insurance, shall become immediately due and payable, at the option of the mortgagee; and it shall be lawful for the mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law. Appraisal waived or not at the option of the mortgagee. Out of all money arising from such foreclosure sale the mortgagee may retain the amount due or to become due to it according to the conditions of this instrument, together with the costs and charges of making such sale, and the balance, if any, shall be paid by the party making such sale, on demand, to the mortgagors.

IN TESTIMONY WHEREOF, the said mortgagors have hereunto subscribed their names on the day and year first above written.

Manuel F. Montez

(Seal)

Beverly C. Montez

(Seal)