

21099

MORTGAGE

BOOK 159

THIS MORTGAGE made February 25, 1971, by and between

RAYMOND B. SCHELL and DIANNA D. SCHELL, his wife

hereinafter (jointly and severally, if more than one) called "Mortgagor" and referred to in the masculine singular, and THE PRUDENTIAL INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Kansas, of Topeka, Kansas, hereinafter called "Mortgagee" (which designations shall include the respective successors in interest of the parties hereto):

WITNESSETH:

THAT MORTGAGOR, in consideration of the indebtedness evidenced by the promissory note hereinafter referred to, hereby MORTGAGES, CONVEYS AND WARRANTS to Mortgagee the following described real property in

Lawrence County of Douglas State of Kansas:

Lot Two (2) in Block "A" in University Field Subdivision No. Four, in the City of Lawrence, in Douglas County, Kansas.

Mortgagor acknowledges herewith that this is a purchase money mortgage.

together with all rights, privileges, easements and appurtenances attaching or belonging thereto, and the rents, issues, and profits thereof, and all buildings, improvements and fixtures now or hereafter erected or installed thereon, all of which are herein collectively called "the premises";

TO HAVE AND TO HOLD THE SAME UNTO MORTGAGEE FOREVER; PROVIDED, HOWEVER, that this mortgage is given to secure payment of the indebtedness evidenced by (a) a certain promissory note of

Raymond B. Schell and Dianna D. Schell, his wife for \$22,400.00, dated

February 25, 1971, payable to Mortgagee or order, in installments as therein provided, with final maturity on March 1, 1980, together with interest as provided therein, or (b) any extension or renewal thereof, and to secure performance of each and every obligation set out therein or herein or in any other instrument given to secure such indebtedness; if Mortgagor shall so pay or cause to be paid all indebtedness and interest evidenced by said note or hereby secured and perform or cause to be performed each and every other obligation of Mortgagor herein or in said note or other instrument or instruments contained, then this mortgage shall be released according to law and at Mortgagor's expense, but otherwise shall remain in full force and effect.

AS ADDITIONAL SECURITY for the performance of each and every obligation hereby secured Mortgagor hereby assigns to Mortgagee (with accountability only for sums actually received by it) all rents, royalties, or other income due or to become due under any or all leases or rental agreements now or hereafter on or affecting said premises, or any part thereof, or otherwise due or to become due for the use or occupation thereof or the taking of oil, gas or other hydrocarbon substances therefrom, reserving to Mortgagor, however, so long as no default occurs in any such obligation, the right to collect and retain such rents, royalties and other income as they become due and payable; and should the premises, or any part thereof, be condemned under the power of eminent domain, the damages awarded, to the extent of all indebtedness hereby secured, shall be paid to and are by Mortgagor hereby assigned to Mortgagee, which shall pay or apply the same in the manner and to the extent herein provided for insurance money.

MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE THAT:

1. Until all indebtedness hereby secured be fully paid, Mortgagor shall before delinquency pay all taxes, assessments, and charges, general or special, levied or charged against said premises or any part thereof, and deliver to Mortgagee satisfactory evidence of such payment, and Mortgagor shall constantly keep said buildings and improvements insured in form, amount and company or companies satisfactory to Mortgagee, against loss by fire, windstorm and such other hazards as Mortgagee may reasonably require, with customary mortgagee's clauses in favor of Mortgagee, and keep the policy or policies therefor deposited with Mortgagee, which may demand, collect and receive any or all money becoming payable thereunder and at its option apply the same or any part thereof on such item or items of such indebtedness as it may determine, whether then due or not, or without affecting the amount hereby secured or any right of Mortgagee hereunder, pay the same or any part thereof to Mortgagor or otherwise for the repair or reconstruction of such buildings or improvements so damaged or destroyed; and Mortgagor shall keep said premises in good condition and repair and free from all liens and claims of every kind which may be prior hereto, and shall commit no waste thereon, and shall obey all laws, ordinances and governmental regulations applicable to said premises or the use or occupancy thereof; and should Mortgagor fail to fully perform any of his obligations hereunder, then Mortgagee may at its option and without affecting its right to foreclose this mortgage for such default, do or cause to be done in effect such acts as Mortgagor was so obligated to do, and Mortgagor shall on demand repay to Mortgagee the amount of all costs and expenses thereof so paid by Mortgagee with interest thereon at ten per cent per annum from date of such payment by Mortgagee until so repaid by Mortgagor.

2. Said Mortgagor, in order more fully to protect the security of this mortgage does hereby covenant and agree that, together with and in addition to the payments herein provided, he will pay monthly during the life of this mortgage, to the Mortgagee on the first day of each month, until the said principal amount and interest are fully paid, a sum equal to one-twelfth (1/12th) of the known or estimated yearly taxes, assessments and premiums for such insurance as may be required. The Mortgagee shall hold such monthly payments, without obligation to pay interest thereon, to pay such taxes, assessments and insurance premiums when due. Mortgagor agrees that sufficient funds will be so accumulated for the payment of said charges one month prior to the due date thereof and that he will furnish Mortgagee with proper statements covering the same 15 days prior to the due dates thereof. In the event of foreclosure of the premises herein, or if the Mortgagee should take a deed in lieu of foreclosure, the amount so accumulated will be credited on account of the unpaid principal and interest. If the total of the monthly payments as made under this paragraph shall exceed the payments actually made by the Mortgagee, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under this paragraph shall be insufficient to pay such taxes, assessments and insurance premiums when due, then said Mortgagor shall pay the amount necessary to make up the deficiency which payments shall be secured by this instrument. To the extent that all the provisions of this paragraph for such payments of taxes, assessments and insurance premiums to the Mortgagee are complied with, said Mortgagor shall be relieved of compliance with the covenants contained in paragraph 1 herein as to the amounts paid only, but nothing contained in this paragraph shall be construed as in any way limiting the rights of the Mortgagee at its option to pay any and all of said items when due.

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