-REAL ESTATE MORTGAGE

BOOK 160

6.14

THIS INDENTURE, Made this 7th, day of May 19 71

by and between Warren T. Waid and Phyllis E. Waid, husband and wife

of the County of <u>Douglas</u> and State of Kansas, hereinafter called Mortgagors and STANDARD MUTUAL LIFE INSURANCE COMPANY, a Corporation, of Lawrence, Douglas County, Kansas, hereinafter called Mortgagee:

WITNESSETH: That the Mortgagors for and in consideration of the sum of

Ten Thousand and no/100------DOLLARS to them in hand paid by the said Mortgagee, the receipt hereto is hereby acknowledged, do hereby and by these presents MORTGAGE and WARRANT to the said Mortgagee and to its successors and assigns forever, all the following described real estate, lying and situated in the County of ______ Douglas ______ and State of Kansas to wit:

> Lot Nineteen (19) in Block Fifteen (15) in Lane Place Addition, in the City of Lawrence, in Douglas County, Kansas

The loan evidenced by this mortgage has been made by the Mortgagee by reason of the personal and financial responsibility of the Mortgagors and the security to the Mortgagee from said mortgage. The above real estate may be sold, conveyed, or otherwise alienated by Mortgagors at any time subject to the lien of said mortgage, provided, however, in such event, the Mortgagee may, at its option and for any reason it deems to be sufficient, elect to declare all remaining principal and accrued interest immediately due and payable and foreclose said mortgage. In the event the above described real estate is so transferred, before this loan is paid, the Mortgagee may elect to accept the assuming grantee and waive its right to accelerate this loan. In such event, the Mortgagee may charge and collect a mortgage transfer fee of \$75.00 for its services in making all required changes in its books, papers, and records, and a fee not to exceed one percent of the then unpaid principal as consideration to the Mortgagee for waiver of its contract right to accelerate this loan and foreclose said mortgage. Failure to pay such transfer or waiver of acceleration fee shall constitute a default, and the Mortgagee may, at its option, then declare all principal of this loan immediately due and payable and foreclose said mortgage.

It is understood and agreed that this is a purchase money mortgage.

TO HAVE AND TO HOLD the said property together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and to its successors and assigns, forever.

FOR THE PURPOSE OF SECURING, payment of the indebtedness evidenced by one promissory note of even date herewith for the principal sum of

Ten Thousand and no/100-----DOLLARS with interest thereon at the rate of <u>8¹/2</u> per cent per annum, principal and interest payable in installments as therein provided and executed by Warren T. Waid and Phyllis E. Waid ______ in favor of the Mortgagee; that all of the terms and provisions of said note are hereby made a part of this mortgage as if the same were set out in full at this place and said note and this mortgage shall constitute and be construed as one instrument; and for the further performance of each covenant and agreement of the Mortgagors herein contained.