

MORTGAGE—Savings and Loan Form (Direct Reduction Plan) 257-2 TW

Hall Litho. Co., Inc., Topeka

BOOK 160

25265

# MORTGAGE

Loan No. 13314

THIS MORTGAGE, made this 28th day of May 1971, between

Clarence E. Wittman and Beverly G. Wittman, his wife

of Lawrence, Kansas, as Mortgagor<sup>s</sup>, and

FRANKLIN SAVINGS ASSOCIATION of Ottawa, Kansas, as Mortgagee.

WITNESSETH: That said Mortgagor, in consideration of the sum of

Twenty Five Thousand, One Hundred and no/100-----Dollars (\$ 25,100.00 ),

the receipt of which is hereby acknowledged, does hereby mortgage and warrant unto said Mortgagee, its successors and assigns, all the following described real estate situated in the county of Douglas and State of Kansas, to-wit:

Lot Seven (7), in Block Fourteen (14), in Indian Hills No. 2 & Replat of Block Four (4) Indian Hills, an Addition to the City of Lawrence, as shown by the recorded plat thereof.

including all equipment and fixtures permanently affixed thereto and used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

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

This mortgage is executed to secure the payment of the sum of

Twenty Five Thousand, One Hundred and no/100-----Dollars (\$ 25,100.00 ) with interest thereon, together with such charges and advances as may be due and payable to mortgagee under the terms and conditions of the note secured hereby, which note is by this reference made a part hereof, to secure the performance of all the terms and conditions contained therein, and payable as follows:

This is a purchase money mortgage.

THE LOAN EVIDENCED BY SAID NOTE and secured by this mortgage has been made by the Mortgagee by reason of the personal and financial responsibility of mortgagors. 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 undersigned agree that 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 1% 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 remaining principal and accrued interest of this loan immediately due and payable and foreclose said mortgage.

It is the intention and agreement of the parties hereto that this mortgage also secures any future advances made to mortgagor by mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagor may owe to 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.

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

Mortgagor agrees to keep and maintain the buildings and other improvements now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon. Mortgagor agrees to pay all taxes, assessments and insurance premiums as required by mortgagee and when same become due and payable.

If mortgagor shall cause to be paid to mortgagee the entire amount due hereunder and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereon, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and this mortgage contained, then these presents shall be void, otherwise to remain in full force and effect.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and includes all conditions, restrictions and agreements of the aforesaid note set out therein.

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

Clarence E. Wittman

Beverly G. Wittman