

BOOK 160

25367

MORTGAGE

THIS INDENTURE, Made this 19th day of May, 1971, between Edward S. Church and Sally S. Church, his wife, and David Longhurst and Charla J. Longhurst, his wife of Douglas County, in the State of Kansas, as mortgagors, and the University State Bank, a Kansas banking corporation of Douglas County, in the State of Kansas, as mortgagee.

WITNESSETH, That in consideration of the sum of Eight Thousand Dollars (\$8,000.00), the receipt of which is hereby acknowledged, said mortgagors do hereby mortgage and warrant unto said mortgagee, its heirs and assigns, all of the following described Real Estate situated in Douglas County, and State of Kansas, to-wit:

Northeast Quarter of Block Five (5) of Earls Addition, 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 owners 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 Eight Thousand Dollars (\$8,000.00) in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of Eight Thousand Dollars (\$8,000.00) 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 seven and three-fourths percent (7 3/4%) per annum as follows:

The sum of Two Hundred Dollars (\$200.00) every six (6) months for three (3) years with the last payment to be May 19, 1974 in the sum of Seven Thousand Dollars (\$7,000.00). Each payment shall include accumulated interest to date.

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