

BOOK 161

26253

FOURTH  
Kansas Mortgage

This Mortgage, Made this 1st day of August in the year of Our Lord One Thousand Nine Hundred Seventy-One by and between DAVID G. KITZINGER and LAVERNA KITZINGER, husband and wife, of the County

of Bernalillo and State of New Mexico parties of the first part, and ELDEN TAYLOR and BLOCK & COMPANY, INC., REALTORS

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of SEVENTY-FIVE THOUSAND (\$75,000.00) DOLLARS, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, and to their heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), in Block Seven (7), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10) in Block Five (5), all in PIONEER RIDGE, an Addition to the City of Lawrence, in Douglas County, Kansas, subject to those special assessments now of record and those special assessments to be levied on improvements, made and to those utility easements now of record.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said parties of the second part, and to their heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, ~~as per~~ as per the attached copies of said notes.

WHEREAS the said parties of the first part have this day made, executed and delivered to the said parties of the second part a Promissory Note of even date herewith, by which the said parties of the second part promise to pay to the said parties of the first part or order, for value due 19 with interest from to maturity at the rate of per cent per annum payable semi-annually, as evidenced by the sum of \$ each, falling due on the days of and in each year, both principal and interest notes are payable at and bear interest from maturity until paid at the rate of per cent per annum, payable semi-annually.

NOW, If the said shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said parties of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part, their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said notes and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Dollars, for the benefit of the said parties of the second part or his assigns; and in default thereof said parties of the second part may at his option effect such insurance in their one names, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof said the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that will Warrant and Defend the same in the quiet and peaceable possession of said parties of the second part their heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed and delivered in presence of

David G. Kitzinger  
David G. Kitzinger  
Laverna M. Kitzinger by David G. Kitzinger  
Laverna M. Kitzinger

③ DCAT