

34790 BOOK 94

This Mortgage, Made this 6 day of March A. D. Nineteen Hundred and Forty-eight
by and between J. R. Foree and Alice Lucinda Foree, his wife

in the County of Shawnee and State of Kansas, Mortgagors, and ~~ARNOLD W. JOHNSON~~
of Topeka, Kansas, Mortgagee:

WITNESSETH, That the Mortgagors for and in consideration of the sum of
SEVENTY FIVE HUNDRED & NO/100 - - - - - DOLLARS,

to them in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT
to the said Mortgagee and to its successors and assigns forever, all of the following described real estate, lying and situate in
the County of Douglas and State of Kansas, to-wit:

Lots numbered 23, 24, 25, 26, 27, 28
and the East 53 feet of Lots Numbered 29,
30, 31, 32, 33, 34, 35, 36, 37 and 38, in
Block 38 in the City of Leocompton;

together with all rents and other revenues thereof, the rights, easements, hereditaments and appurtenances thereto belonging and
all personal property, including all heating, plumbing and lighting fixtures and equipment, now or hereafter attached to or
reasonably necessary to the use of the real property herein described, and all of the property hereinbefore mentioned is herein
after designated as "said property."

TO HAVE AND TO HOLD said property to Mortgagee forever;
FOR THE PURPOSE OF SECURING:

I. Payment of the indebtedness evidenced by one promissory note (and any extension or renewal thereof), of even date here-
with, for the principal sum of SEVENTY FIVE HUNDRED & NO/100 - - - - - Dollars (& 7500.00),
with interest at the rate of 5½ per cent per annum, principal and interest payable in installments as therein provided,
executed by J. R. Foree, et al in favor of Mortgagee;

II. Payment by Mortgagor to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to
any term or provision of this mortgage; and

III. This mortgage shall also secure the payment of any additional sum or sums of money which may be advanced or loaned
by the party of the second part, or its assigns, to the parties of the first part herein or either of them, their heirs, devisees,
grantees or successors, at the date hereof or at any time hereafter, however evidenced, whether by note, check, receipt or book,
account and whether payment be made directly to said parties of the first part, for their own use, or for their benefit in paying
for taxes, insurance, maintenance, repairs, rehabilitation, modernization, rebuilding or enlargement of the improvements on
the premises herein described, and shall remain in full force and effect until all loans and advancements made by virtue hereof
have been paid in full with interest.

IV. Performance of each covenant and agreement of Mortgagor herein contained.
A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

(1) To pay immediately when due and payable, all taxes, assessments, charges and encumbrances with interest, which
affect said property or this mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without
demand, receipts evidencing such payments;

(2) To procure and maintain policies of insurance on the buildings erected and to be erected upon the above described
premises in some responsible insurance company, to the satisfaction of the Mortgagee to the amount of

SEVENTY FIVE HUNDRED & NO/100 - - - - - Dollars fire and lightning, and to the

amount of SEVENTY FIVE HUNDRED & NO/100 - - - - - Dollars tornado,
to which policies shall be attached mortgage clauses satisfactory to Mortgagee; and it is further agreed that every such
policy of insurance shall be held by the Mortgagee, as collateral or additional security for the payment of the same; and the
person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys
which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said
note or notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or
new buildings erected on the aforesaid mortgaged premises.

(3) To commit or suffer no waste of said property, to maintain and keep the same in good condition and repair and
promptly to effect such repairs thereof as Mortgagee may require;

B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND
MORTGAGEE: