

37783 BOOK 95

# KANSAS MORTGAGE

THIS MORTGAGE, made this 9th day of April  
in the year of Our Lord One Thousand Nine Hundred and forty-nine by and between  
Norman W. Kunkel and Gladys M. Kunkel, his wife

of the County of Douglas and State of Kansas, part of the first part, hereinafter called  
mortgagor, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation, organized  
and existing under the laws of the State of New York, having its principal office in the Borough of Manhattan, of the City  
of New York, party of the second part; hereinafter called mortgagee;

WITNESSETH, That said mortgagor, for and in consideration of Two Thousand Five Hundred  
and No/100 DOLLARS,

to them in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained,  
sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said mortgagee, and to its successors  
and assigns forever, all of the following described tract, piece and parcel of land and improvements thereon, lying and  
situated in the County of Douglas and State of Kansas, to-wit: Beginning 60 feet

North of the Southeast Corner of Block No. Six (6) in that part  
of the City of Lawrence known as South Lawrence: thence West 125  
feet; thence North 60 feet; thence East 125 feet; thence South  
60 feet to place of beginning, being parts of Lots No. Ten (10)  
and Eleven (11) in said block No. Six (6).

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures  
and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use,  
operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon.  
Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows  
and doors, window shades, inland floor coverings, shrubbery, plants, stoves, refrigerators, boilers, tanks, furnaces,  
radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating  
equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fix-  
tures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the  
freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and as-  
signs, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the  
indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto belonging,  
unto the said mortgagee, and to its successors and assigns forever, provided always, and this instrument is made, executed  
and delivered upon the following conditions, to-wit:

WHEREAS, the said mortgagor is justly indebted to said mortgagee in the principal sum of Two  
Thousand Five Hundred and No/100 Dollars (\$ 2500.00) and has agreed to pay the same  
with interest thereon according to the terms of a certain note or obligation in said principal amount, bearing even date  
herewith and made payable to the order of the mortgagee and executed by the said

Norman W. Kunkel and Gladys M. Kunkel, and providing for the payment thereof  
in installments, the last of which is due and payable on the 1st day of December, 1959,  
subject to acceleration of maturity on default in the payment of any installment of principal or interest or any premiums  
on the life insurance policy hereinafter referred to, as specified therein.

WHEREAS, said mortgagor does for his heirs, representatives, vendees and assigns, the owner of said lands, hereby  
expressly covenant, agree and stipulates to and with said mortgagee, and its successors, vendees and assigns:

First. That the lien created by this instrument is a first and prior lien and encumbrance on the above described land  
and improvements;

Second. To pay the indebtedness as in said note provided, and until the same be fully paid, to keep in full force  
and effect that certain policy of life insurance more particularly described in said note and issued by the mortgagee and  
assigned to the mortgagee as collateral security for the payment of the indebtedness secured hereby.

Third. To procure and maintain policies of fire and if required tornado insurance on the buildings erected and to  
be erected upon the above described premises in some responsible company or companies, to the satisfaction of the mort-  
gagee, to the amount of their full insurable value with extended coverage, loss, if any, payable to the mortgagee or its  
assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said  
improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned,  
pledged and delivered to said mortgagee, for further securing the payment thereof, all renewal policies to be delivered to  
the mortgagee at its New York office at least three days before the expiration of the old policies, with full power hereby  
conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable there-  
under, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the  
damaged building as the mortgagee may elect; and in the event of foreclosure hereunder, with power to assign to the  
purchaser at foreclosure sale the unexpired term of all such policies;

Fourth. That the whole of said principal sum, or so much as shall remain unpaid, shall become due at the option of  
the mortgagee if any tax or assessment or water rate is not paid as the same becomes due and payable, or upon the failure  
of the mortgagor to keep any policy of life insurance held as collateral hereto in full force and effect, or in the case of the  
actual or threatened demolition or removal of any building erected upon said premises, anything herein contained to the  
contrary notwithstanding;

(Kansas Mort.-A.H.O.)  
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Notary Public for the State of Kansas, do hereby certify that the within mortgage is fully paid, satisfied and discharged, and author-  
ize the Register of Deeds of Douglas County, Kansas, to discharge same from all record. In witness whereof, I, Richard E. Hays, Notary  
Public, have hereunto set my hand and the seal of my office, at Lawrence, Kansas, this 21st day of June 1961.  
RICHARD E. HAYS, Notary Public for the State of Kansas.  
By John L. Muller 2nd Vice-President  
Secretary