

38234 BOOK 95
KANSAS MORTGAGE.

THIS MORTGAGE, Made this 11th day of June A. D. 1949
by and between

Mary O. Thompson, a single woman
of the County of Douglas and State of Kansas, part y
of the first part, for the purpose of this instrument hereinafter called MORTGAGOR, and KANSAS CITY
LIFE INSURANCE COMPANY, a Missouri Corporation, of Kansas City, Missouri, party of the second
part, for the purpose of this instrument hereinafter called MORTGAGEE:

WITNESSETH: That said MORTGAGOR for and in consideration of the sum of
Nine Thousand and no/100 (\$9,000.00) DOLLARS,
paid to said mortgagor by said mortgagee, the receipt of which is hereby acknowledged, does by these pres-
ents Grant, Bargain, Sell and Convey unto the said mortgagee, its successors and assigns, all of the following
described real estate situated in the County of Douglas and State of Kansas, to-wit:

All of the North Half (N $\frac{1}{2}$) of Lot Ten (10),
in Block Eight (8), in OREAD ADDITION, an
Addition to the City of Lawrence, Kansas,
according to the recorded plat thereof, to-
gether with and subject to all easements
and restrictions of record.

In addition to the monthly payments of principal and interest payable
under the terms of the note secured hereby, mortgagor covenants and
agrees to pay on the first day of each month, until the indebtedness
is paid, 1/12 of the annual taxes and assessments levied or to be
levied against the premises described herein, and 1/12 of the annual
hazard insurance premium; said funds to be held in trust by the mort-
gagee and paid by it on taxes before delinquent and on insurance prem-
iums when due. Said mortgagor further covenants and agrees that if
the reserve is not sufficient to take care of all items, upon notice
of the amount of the deficiency, she will immediately pay same to the
mortgagee.

TO HAVE AND TO HOLD the same with all and singular and the hereditaments and appurtenances
thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said mort-
gagee, and to its successors and assigns, forever. And it is hereby covenanted and agreed that at the delivery
hereof mortgagor is the lawful owner of the premises above granted, and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances, and mortgagor will warrant and defend the
same in the quiet and peaceable possession of mortgagee, its successors and assigns, forever, against the lawful
claims of all persons whomsoever.

As additional and collateral security for the payment of the note or notes hereinafter described, the
mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the rights and benefits accru-
ing to the mortgagor under all oil, gas or mineral leases on said premises, this assignment to terminate
and become void upon release of this mortgage. Provided, however, that said mortgagee, its successors and
assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be account-
able therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall
account for such rights or benefits to mortgagor or assigns until notified by legal holder of the note or notes
hereby secured to account for and to pay over the same to such legal holder.

PROVIDED, ALWAYS, And these presents are upon the following agreements, covenants, and condi-
tions, to-wit:

FIRST. That the mortgagor is justly indebted to the mortgagee in the sum of
Nine Thousand and no/100 (\$9,000.00) DOLLARS

according to the terms of ~~one~~ certain mortgage note dated 11th day of June 1949
payable in monthly installments of Ninety-five and 46/100 (\$95.46)
Dollars, commencing on the first day of August, 1949

of mortgage will be paid 101, Page 360