

MORTGAGE 39496 BOOK 96

Ralph W. Hillegas, Chairman, J. P. Netsker, Treasurer, James M. Johnson, Sr., and H. P. Hamerman, Trustees of the Assembly of God Church, Lawrence, Kansas, as mortgagors
MORTGAGE AND WARRANT to O. V. Heinsohn mortgagee, of Wichita, Kansas, the following described property, with appurtenances, and fixtures now or hereafter placed on the premises situated in Douglas County, Kansas, to-wit:
The South 125 feet of Park Lots Number 14 and 15, Lawrence, Kansas.

to secure the payment of ----- Ten Thousand and no/100 ----- dollars (\$10,000.00) evidenced by a note of even date in said amount payable to the mortgagee, with interest as therein stated, and payment thereof being due;
as per terms and conditions of said note



The mortgagors further agree, for the protection of the rights of the mortgagee, or its assigns, as follows:
1. To pay, as soon as due, all taxes, assessments and encumbrances, which may be, or appear to be, liens against the property, and to pay and settle promptly, or cause to be removed by suit or otherwise, all adverse claims against said property, and that in case said taxes, assessments or encumbrances so agreed to be paid by mortgagors be not so paid, that then the mortgagee, being hereby made the sole judge of the legality thereof, may, without notice to the mortgagor pay such taxes, assessments or encumbrances, and all sums expended by the mortgagee in doing any or all of the things authorized in this mortgage shall be secured by the mortgage, with interest thereon at the highest lawful rate.
2. To keep all buildings erected on said premises insured against fire and tornado at the expense of the mortgagors until the indebtedness hereby secured is fully paid, in the sum of \$ 10,000.00 in some responsible insurance company approved by, and loss if any payable to mortgagee, and deliver said policy or policies to the mortgagee; and in case of fire, the mortgagee may make proof of loss and collect the proceeds of said policy, or so much thereof as will cover the loss, apply the same as a credit on the indebtedness hereby secured, whether due or not, and may at its election apply the same to the repair or rebuilding of said building or buildings. In case of failure to insure or maintain insurance as agreed, or on failure to deliver said policies to the mortgagee, or on default in the payment of any premium on any such policy when due, the mortgagee may procure and maintain such insurance and pay any and all premiums thereon and collect the cost thereof with interest at the highest legal rate from the mortgagors, and the same with interest as aforesaid shall be a lien on said premises and be secured by this mortgage and collected in like manner as the principal sum hereby secured.
3. To keep all buildings, fences and other improvements on said real estate in good repair, and permit no waste thereon, and it is also agreed that the rents and profits of said premises and the rents, profits, revenues and royalties accruing to the mortgagors under all oil and gas leases, now or hereafter placed on said premises, are pledged to the mortgagee, its successors and assigns, as additional collateral security, and said mortgagee shall be entitled, in the event of such default, to possession of said premises, by receiver or otherwise. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to possession and control of the premises herein described and/or to have a receiver appointed, and to collect the rents and profits thereon, under the direction of the court, and the net amount so collected by such receiver shall be applied, under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage, provided, however, that this assignment shall terminate and become null and void upon the release of this mortgage. Appraisement waived
The violation of any of the foregoing agreements shall, at the option of the mortgagee, without notice, cause the indebtedness hereby secured to become due and payable.
All agreements made and obligations assumed hereby by mortgagors, and all rights and privileges herein granted to the mortgagee, shall be binding upon and accrue to their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement this 20th day of October, 1949

Ralph W. Hillegas Chairman
J. P. Netsker Treasurer
James M. Johnson
H. P. Hamerman
Trustees of the Assembly of God Church,
Lawrence, Kansas.