

46171 BOOK 101

E19

Kansas Mortgage

(Baldwin City, Kansas)

THIS MORTGAGE, Made this 14th. day of March, One Thousand Nine
Hundred Forty-five, by and between VICTOR H. HILDYARD and VIVIAN A. HILDYARD,
husband and wife, and DAVID G. LAURY and MELDON H. LAURY, husband and
wife,

herein designated as Mortgagor, and PATT MORTGAGE COMPANY, a corporation, herein designated as
Mortgagee,

WITNESSETH: That Mortgagor, for and in consideration of the sum of THIRTY-ONE
THOUSAND and 00/100 ----- DOLLARS (\$ 31,000.00), the receipt of which
is hereby acknowledged, has mortgaged, conveyed, and warranted and by these presents does mort-
gage, convey and warrant unto Mortgagee all of the following described premises, real estate and land
lying and situate in the County of Johnson, State of Kansas, to-wit: The West Thirty (30)

Feet of Lots Forty-one (41), Forty-two (42), Forty-three (43) and
Forty-four (44), less the North Three (3) Feet of said Lot Forty-
one (41), all on EIGHTH (8th) Street, in the City of Baldwin City,
Douglas County, Kansas.

Mortgagors agree as a covenant of this mortgage and as part consider-
ation therefor, and as further security for the promissory note des-
cribed herein, to obtain policies of life insurance on the life of
Victor H. Hildyard in the amount of \$15,500.00, and David G. Laury
in the amount of \$15,500.00, or more, issued in companies acceptable
to mortgagee, its successors and assigns and to pay the premiums
thereon and keep said policies in force and effect until mortgagor's
obligation to mortgagee on said mortgage and note will have ceased.
Mortgagor further agrees to assign said policies to mortgagee and
to deliver policies to be held by said mortgagee until such time
as this mortgage is released. Any proceeds becoming payable under
said policies shall be credited on the debt of the mortgagors hereby
secured. Mortgagee is granted the right (but it is expressly agreed
that such right is not mandatory and an obligation of said mortgagee)
to pay the premiums on said policies of life insurance in the event
of default thereon, and in such event this mortgage shall stand as
security therefor and the said mortgagee shall have the right to
foreclose this mortgage in the same way as if a default had occurred
in the payment of the promissory note described herein and secured
hereby.

together with all rights, privileges, licenses, easements and appurtenances thereunto attaching or be-
longing, and together with the building or buildings and improvements now or hereafter placed thereon,
and all screens, awnings, blinds, window shades, lighting, heating, cooling, ventilating, plumbing and
other furniture, fixtures, equipment and property ordinarily furnished by a landlord renting an unfur-
nished building or buildings similar thereto and now or hereafter placed therein or thereon.

TO HAVE AND TO HOLD the same, and each and every part thereof, with all the easements, rights,
privileges, tenements, hereditaments and appurtenances thereunto belonging or in any wise incident,
unto the Mortgagee and its successors and assigns, forever.