

49327 BOOK 104.

KANSAS

VA Form 4-4314 (Home Loan)  
September 1949. Use Optional.  
Servicemen's Readjustment Act  
(38 U.S.C.A. 694 (a)). Accessible  
to RFC Mortgage Co.

## MORTGAGE

THIS INDENTURE, Made this 27th day of May, 1953, by and between  
Harry T. Budke, Jr. and Myrta J. Budke, his wife  
of Lawrence, Kansas. , Mortgageor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing  
under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgageor, for and in consideration of the sum of - - **Ninety-Four  
Hundred Fifty and no/100- - - Dollars (\$ 9450.00)**, the receipt of which is hereby  
acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and  
assigns, forever, the following-described property, situated in the county of **Douglas**  
State of Kansas, to wit:

Lot 14, Block 6, Sunset Hill Estates Subdivision in the City  
of Lawrence, Douglas County, Kansas. 16-40547-2

(It is understood and agreed that this is a purchase Money Mortgage)

Any statement contained herein, notwithstanding the  
terms of this mortgage and note secured thereby,  
are to be controlled by Title III of the Servicemen's  
Readjustment Act of 1944, as amended, and the  
regulations promulgated thereunder.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues  
and profits thereof (provided, however, that the Mortgageor shall be entitled to collect and retain the said  
rents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used  
in connection with the premises herein described and in addition thereto the following household appli-  
ances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the  
security of the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgageor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby  
conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey  
the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims  
and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a cer-  
tain promissory note of even date herewith, the terms of which are incorporated herein by reference,  
payable with interest at the rate of **Four and one-half per centum (4½ %)** per annum on the unpaid  
balance until paid, principal and interest to be paid at the office of **CAPITOL FEDERAL SAVINGS  
AND LOAN ASSOCIATION** in **Topeka, Kansas**,  
or at such other place as the holder of the note may designate in writing delivered or mailed to the Mort-  
gagor, in monthly installments of - - - **Fifty-Two and 53/100- -Dollars (\$ 52.53)**,  
commencing on the first day of **July**, 1953, and continuing on the first day of each month  
thereafter, until said note is fully paid, except that, if not sooner paid, the final payment of principal and  
interest shall be due and payable on the first day of **May**, 1978

The Mortgageor covenants as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note,  
at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without  
premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or  
one hundred dollars (\$100.00), whichever is less.
2. Together with, and in addition to, the monthly payments of principal and interest payable under  
the terms of the note secured hereby, the Mortgageor will pay to the Mortgagee until the said note is fully  
paid: