Reg. No. 10,117 Fee Paid \$680.00

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MORTGAGE

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Loan No. R-3051

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This Indenture, Made this 8th day of between ____ Zimco Homes Inc., a Kansas Corporation

of Shawnee County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSO-CIATION of Topeka, Kansas, of the second part; WITNESSETH: That said first parties, in consideration of the loan of the sum of. Two Hundred Seventy Two

Thousand and no/100 - - - - - - - ------------ DOLLARS made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said second party, its successors and assigns, all of the following-described real estate situated in the County of Douglas and State of Kansas, to wit: LOts Nos. 1.2.3.1.5.6.7.8.0.10

Douglas and State of Kansas, to wit: Lots Nos. 1,2,3,4,5,6,7,8,9,10,11, 12,13, and 14, in Block No. 1; Lots Nos. 1,2,3,4,5,6,7,8,9,10,11, 12, 13, and 14, in Block No. 2; Lots Nos. 1,2,3,4,5,6,7,8,9,10,11, 12, 13, and 14, in Block No. 2; Lots Nos. 4,5,6,7, in Block No. 3, all in Schwarz Acres, an Addition to the City of Lawrence.

(It is understood and agreed that this is a purchase money mortgage). Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, acreens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances there-unto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Two Hundred with interest thereon, advanced by said Capitol Federal Savings and Loan Association, and such charges as may become due to said second party under the terms and conditions of the note secured hereby, which note is by this reference made a part hereof, to be repaid as follows:

In monthly installments of \$ 2,885.10 each, including both principal and interest. First payment of \$ 2,885.10

It is the intention and agreement of the parties hereio that this mortgage shall also secure any future advancements on the first parties, or any of them, by second party, and any and all indebtedness, in addition to the amount above stated party, however evidenced, whether by note, book account or particles, successors and assigns, until all amounts due hereauder, including future advancements, are paid in full force and effect between the parties hereto and their heirs, personal repre-sentatives, successors and assigns, until all amounts due hereauder, including future advancements, are paid in full, with its and upon the maturing of the present indebtedness for any cause, the fold debt on any such additional loans shall at the same specified causes be considered matured and draw ten per cent interest and be collectible out the proceeds of sale through foreclosure or otherwise. This parties agree to keep and maintain the building now, on said prefinises or which may be hereafter erected thereon. First parties also agree to pay all taxes, successors and not suffer wants or permits a susance thereon. First parties also agree to pay all taxes, and not suffer wants or permits parties to perform or comply with the provisions in said note. Such as because of the failure of first parties to perform or comply with the provisions in said note and in mortgage contained, and the same see hereby exerced by this mortgage. The property mort-first parties hereby assign to ascent party the rents and income arising at any and all times from the property mort-forperty and collect all rents and hereby authorize second party or its agent, at its option upon default, to take charge of said note is fully paid. It is also agreed that the taking of possession hereunder shall no manner prevent or retard and the is built procession hereunder shall no to the charge of payments of integrates on the payment of instance or complex with the constitute of provide for the present second party to ready the same of the payment of instance pre

second party in the collection of said sums by foreclosure or otherwise. The failure of second party to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained. If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immediate pos-session of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such defail all items of indexil all the rate of 10% per annum. Appraisement and all benefits of homestead and ex-emption laws are hereby waived.

This merigage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written.

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