

60353 Book 113

MORTGAGE

Loan No. R-1-1852

This Indenture, Made this 3rd day of July, 1956
between William D. Childs and Gladys L. Childs, his wife

Douglas County, in the State of Kansas, of the first part, and **CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION** of Topeka, Kansas, of the second part;

WITNESSETH: That said first parties, in consideration of the loan of the sum of Eight Thousand Five Hundred 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:

Lot 6 in Block "D" in Southwest Addition Number Four,
an Addition to the City of Lawrence, Douglas County,
Kansas

(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, screens, 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 thereunto 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 Eight Thousand Five Hundred and no/100 DOLLARS

with interest thereon, advanced by said Capital 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 \$ 69.46 each, including both principal and interest. First payment of \$ 69.46 due on or before the 10th day of September, 1956, and a like sum on or before the 10th day of each month thereafter until total amount of indebtedness to the Association has been paid in full.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated which the first parties, or any of them, may owe to the second party, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; and upon the maturity of the present indebtedness for any cause, the total debt on any such additional loans shall at once become due and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good repair at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, assessments and insurance premiums as required by second party.

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, and to indemnify second party, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

Second party hereby assigns to second party the rents and income arising at any and all times from the property mortgaged hereunder, and hereby authorizes second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs and improvements necessary to keep said property in tenable condition, or other charges or payments provided for in said note or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by foreclosure or otherwise.

First parties agree to accept any of its right hereunder at any time shall not be construed as a waiver of its right to accept the same at a later time, and to insure upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage contained.

First parties agree to pay to second party the entire amount due it hereunder and under the terms and conditions of said note, 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 parties shall be held; otherwise to remain in full force and effect, and second party shall be entitled to the immediate possession of the premises and may, at its option, declare the whole of said note due and payable and have foreclosure of said mortgage at the same time and place as if the whole of said note were due and payable. Appraisalment and all benefits of homestead and exemption laws are hereby waived.

This mortgage is intended to and is binding upon the heirs, successors, administrators, executors and assigns of the mortgagors herein.

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

William D. Childs
Gladys L. Childs

COUNTY OF Douglas

Subscribed and sworn to on this 2nd day of August, A. D. 1956, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William D. Childs and Gladys L. Childs, who are personally

known to me, and acknowledged to me that they executed the within instrument of writing, and such person William D. Childs duly acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Hattie M. Fletcher
Notary Public
Hattie M. Fletcher



Satisfaction
This debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.
12th
May
1957
Hattie M. Fletcher