

Loan No. R-50024LB

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: BOOK 117

This Indenture, Made this ..... hth day of February between William P. Gant and Alice L's Gant, his wife

Develue of Shawner 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;

- DOLLARS made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto 

Lot Fifteen (15), in Block "A", in Lawrence Heights, 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, 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 BAME, 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 - - - - -

-- Eleven Thousand and no/100---------------- - DOLLARS 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 \$ 92.83 sach, including both principal and interest. First payment of \$ 92.83 

Said note further provides: Upon transfer of title of the real estate, mortgaged to secure this note, the entire balance remaining due hereunder may at the option of the mortgagee, be declared due and payable at once.

It is the intention and agreement of the parties hereto that this mortgage, be declared due and parts a declared and the same parts and the same 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 a hall 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 maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time 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 good condition at all times, and not suffer wasts or permit a nuisance thereon. First parties also agree to pay all taxes, sessments and insurance premiums as required by second party. in goo

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, including battract expenses, 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. First parties hereby assign to second party the rents and income arising at any and all times from the property mort-gaged to secure this note, and hereby authorize second party or its agent, at its option upon default, do take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, re-pairs or improvements necessary to keep said property in tenantable condition, or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall sentinue in force until the unpaid balance of said note is fully paid. The saice agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of axid sums by forelosure or otherwise. The fully of accord party to retard are in the transit any time shall not be construed as a waiver of its of its and the same of a second party to retard second party is right hereunder at any time shall not be construed as a waiver of its

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.

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 hered, 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 presents and may, at its option, declare the whole of said note due and payable and have force/seure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebt-emption laws are hereby waived.

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

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

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