

MORTGAGE 66047

BOOK 118
Loan No. R-50088-LB

This Indenture, Made this 2nd day of June, 1958
between Carl Hird, Jr., and Irene M. Hird, 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 Twelve thousand four hundred fifty 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 Seven (7), in Block D, 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, screens, awnings, doors, windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located in said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereto 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 Twelve thousand four hundred fifty and no/100 ----- **DOLLARS**

and interest thereon, advanced by said Capitol Federal Savings and Loan Association, and such charges as may become due to and against said 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 \$ 551.80 each, including both principal and interest. First payment of \$ 551.80

due on or before the 20th day of November, 1958, and a like sum on or before the 20th day of each month thereafter until total amount of indebtedness to the Association has been paid in full.

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 shall also secure any future advancements made to either party, 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 the same time and for the same specified cause be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

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

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

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

It is further agreed that sums to be paid 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 conditions thereof, and comply with all the provisions in said note and in this mortgage contained, then these sums shall be paid to said second party, and shall remain in full force and effect, and second party shall be entitled to the immediate possession of all of said premises and here, at its option, declares 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 default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

This mortgage 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.

Carl Hird, Jr.
Carl Hird, Jr.
Irene M. Hird
Irene M. Hird.

NOTARY PUBLIC
Douglas

Subscribed and sworn to before me, the undersigned, a Notary Public for the County and State above said, on this 4th day of June, A. D. 1958, by Carl Hird, Jr. and Irene M. Hird, his wife who are personally known to me.

Witness my hand and Notarial Seal the day and year last above written.

Hattie M. Fletcher
Notary Public
Hattie M. Fletcher

The debt secured by this mortgage has now been paid in full, and the Register of Deeds is authorized to release it of record.
By: Notary Public
Hattie M. Fletcher