

STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 2nd day of July, A. D. 1959, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kenneth B. Armitage and Katie Hart Armitage, his wife

who are personally known to me to be the same person ■ who executed the within instrument of writing, and such person ■ duly acknowledged the execution of the same.

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



Ray L. Culbertson
Ray L. Culbertson, Notary Public

Recorded July 2, 1959 at 3:35 P.M.

Harold A. Beck Register of Deeds

Reg. No. 15,279
Fee Paid \$32.50

70343

BOOK 122

MORTGAGE

Loan No. RM-1-50444LB

This Indenture, Made this 1st day of July, 1959

between Robert A. Wells, a single man

Douglas

of 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 Thirteen 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:

Lot Twenty-eight (28), in Block Three (3), in Belle Haven South Addition Number Two (2), 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 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 Thirteen 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 \$85.28 each, including both principal and interest. First payment of \$85.28 due on or before the 10th day of August, 1959, 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 agreed that the mortgagee may, at any time during the mortgage term and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the mortgagors of such amounts as are advanced by the mortgagee. In the event of failure by the mortgagors to repay said amounts to the mortgagee, such failure shall be considered a default, and all provisions of the mortgage and the note secured thereby with regard to default shall be applicable.

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