

STATE OF KANSAS,
County of Douglas

Be it remembered, that on this 17th
day of July, A.D. 1959, before me, the undersigned, a Notary Public in and for the
County and State aforesaid, came Donald A. Binns and Eunice H. Binns, husband and wife,
who are personally known to me to be the same persons who executed the within instrument of writing, and such
persons duly acknowledged the execution of the same.

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

Leroy A. Wahaus
Leroy A. Wahaus, Notary Public.

My Commission expires May 1, 1962.

Recorded July 18, 1959 at 10:35 A.M. *Harold A. Beck* Register of Deeds

Reg. No. 15,304

Fee Paid \$37.00

70541

BOOK 122

MORTGAGE

Loan No. RM-50421LB

This Indenture, Made this 16th day of July, 1959
between C. M. Gartman, Jr. and Nell B. Gartman, his wife

Douglas
of Douglas 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 Fourteen Thousand Eight
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 Twenty-two (22), in Block One (1), 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 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 Fourteen
Thousand Eight Hundred Fifty 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 \$97.42 each, including both principal and interest. First payment of \$97.42
due on or before the 20th day of August, 1959, 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.

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.