

STATE OF Kansas,
Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 26th day of August A. D. 19 59
 before me, Howard Wiseman, a Notary Public in and
 for said County and State, came Ethel Hamilton, a widow
 to me personally known to be the same person who executed the foregoing instrument of writing,
 and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and
 year last above written.

April 18th 19 62

Howard Wiseman Notary Public

Recorded September 1, 1959 at 3:25 P.M.

Harold A. Beck Register of Deeds

Reg. No. 15,434

Fee Paid \$32.75

71075 BOOK 123

MORTGAGE

Loan No. RM-50451B

This Indenture, Made this 31st day of August, 19 59
 between Harold L. Dey, Jr. and Marilyn A. Dey, 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 Thirteen Thousand One
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 Three (3), in Block Three (3), in India Addition, 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 Thirteen
Thousand One Hundred 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 \$ 85.94 each, including both principal and interest. First payment of \$ 85.94
 due on or before the 20th day of October, 19 59, 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.