75

71112 BOOK 123 MORTGAGE

Loan No. R-50446LB

10 59

This Indenture, Made this _ 24th August. day of between J. W. Jates and Janice L. Jates, his wife

Bouglas of share County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSO-CIATION of Topeles, Kansas, of the second part; WITNESSETH: That said first parties, in consideration of the loan of the sum of Fourteen Thousand and No/100

----ade to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto id 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: said second party, its success Douglas

Lot Seventeen (17), 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 normarity or heard there niced therean

TO HAVE AND TO HOLD THE SAME, With all and singular the temements, hereditaments and appurtenances there-unto belonging, or in anywise appartaining, forever, and hereby warrant the title to the same. PROVIDED ALWAYS, And this instrument is exceuted and delivered to secure the payment of the sum of Fourteen

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 reput as follows:

In monthly installments of \$91.84 each, including both principal and interest. First payment of \$91.84

A thereafter until total amount of independent of the second state of the interestion, and for end to the the backgroup that and the second state of the second state of the interestion, and for end to the interesting that and the second state of the second state of the second state of the second state of state and states and the more second state of the second state of the second state of the management of the more second thereby with regard to default shall be applied to provisions of the management of the more second thereby with regard to default shall be applied to the second state state of the second state of the second state of the second state of the provisions of the management of the more second thereby with regard to default shall be applied to the second state state of the second stat VaiD

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

It is the intention and agreement of the parties here to that this merci que and paymon at once. , and to first parties, or any of them, by second party, and any and all indefitedness in addition to the amount above stated which the first parties, or any of them, may cove to the second party, however evidenced, whether by note, hook account or therwise. This mortgage shall remain in full force and effect herean the parties hereto and their heirs, personal repre-matives, successors and assigns, mill all mounts due hereander, including future advancements, are paid in full, with in-rest; and upon the maturing of the present indebiedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes he considered matured and draw ten per cent interest and be collectible out f the proceeds of sale through foreclosure or otherwise.

The process of and taken 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, seessments 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, cloding abstract 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-graged to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collest all rents and income and apply the same on the payment of insurance premiums, taxe, 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 continue in force until the upnid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by forcious or otherwise.

second party in the collection of said sums 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 insits upon and enforce strict compliance with all the terms and provisions 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 hereof, in accordance with the terms and provisions therefor, and comply with all the provisions in said notes and in this mortgage contained, then these sessions of all of said premises and may, at its option, declare the whole of sail 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 indefault empty. Apple and the series of the said second action and and and payable and how storedours of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indefault empty.

This mortgage shall extend to and be hinding upon the heirs, executors, administrators, successors and assigns of the specifive parties hereio.

Tates Gates

UP L fale

Tates

Janice L

.....

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