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who is personally known to me to be such officer and who is personally known to me to be the person who executed, as such officer, the within instrument of writing on behalf of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Irma A. Burgert
Notary Public IRMA A. BURGERT

My Commission expires _____

My Commission Expires Jan. 28, 1962

Recorded September 25, 1959 at 10:30 A.M.

Harold A. Beck Register of Deeds
Reg. No. 15,515
Fee Paid \$33.00

71361

BOOK 123

MORTGAGE

Loan No. RM-1-50472LB

This Indenture, Made this 15th day of September, 1959

between James A. Sterritt and Donna Jane Sterritt, 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 Thirteen Thousand Two 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:

All that part of Lot 7 in Block 12 lying South of a line parallel to and 30 feet distant South from the North line of said Lot 7, in said Block 12, University Place, and also Beginning at a point 20 feet North and 372 feet West of the Southeast corner of the Northeast Quarter of Section 1, Township 13, Range 19 East of the 6th P.M.; thence North 47 feet more or less, to the South line of Lot 7, Block 12, University Place; thence Southwest 132 feet, more or less, to the East line of the alley between Indiana and Mississippi Streets to a point 53 feet North of the South line of the Northeast Quarter of Section 1, Township 13, Range 19; thence South 33 feet; thence East 132 feet to the place of beginning, all in 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 Two 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 \$86.93 each, including both principal and interest. First payment of \$86.93 due on or before the 10th day of November, 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 hereby with regard to default shall be applicable.