

77339 BOOK 128

**MORTGAGE**

Loan No. 50665-33-4 LB

**This Indenture**, Made this 20th day of June, 1961  
between Darwin K. Benton and Nelda L. Benton, 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 Twelve Thousand  
and No/100-----

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 Eleven (11) in Block Five (5) in Holiday Hills, 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  
Twelve Thousand and No/100-----

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 \$ 78.72 each, including both principal and interest. First payment of \$ 78.72  
due on or before the 10th day of August, 1961, 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.

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

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements  
made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated  
which the first parties, or any of them, may owe to the second party, however evidenced, whether by note, book account or  
otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal repre-  
sentatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with inter-  
est; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at  
the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out  
of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon  
in good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes,  
assessments 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,  
including 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-  
gaged to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said  
property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, re-  
pairs or improvements necessary to keep said property in tenable 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 unpaid 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 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 insist 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 thereof, and comply with all the provisions in said note and in this mortgage contained, then these  
presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immediate pos-  
session of all of said premises and may, at its option, declare the whole of said 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 indebt-  
edness hereunder shall draw interest at the rate of 10% per annum. Appraisalment and all benefits of homestead and ex-  
emption laws are hereby waived.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the  
respective parties hereto.

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

Darwin K. Benton  
Darwin K. Benton  
Nelda L. Benton  
Nelda L. Benton