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Reg. No. 16,870 Fee Paid \$31.75

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77354 BOOK 128 MORTGAGE

Loan No. 50669-34-3-LB

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This Indenture, Made this 28th day of June

All marks

an Maldon L. Morris and Buth W. Norris, hid wife

DURE ANSO COUNTY, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSO-CIATION of Topoka, Kansas, of the second part; WITNESSETH: That said first parties, in consideration of the loan of the sum of Thelve Thousand Seven Hundred

made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto second party, its successors and savigns, all of the following-described real estate situated in the County of Douglas and State of Kanaas, to-witi

Lot 3 in Block 2 in Northwood 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, acroens, 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.

ow 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-nto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same.

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 \$_92.84

each, including both principal and interest. First payment of \$.92,61. due on or before the 10th day of August , 15 61, 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 morigages may, at any time during the morigage term, and in its discretion, apply. It is agreed that the morigages may, at any time during the morigage term, and in its discretion, apply for and purchase morigage guaranty insurance, and may apply for reason theread, and require repayment by the inorrigagins of such amounts as are advanced by the morigages. In the event of failure by the morigagors to repay said amounts or the advanced by the morigages. In the event of failure by the morigagors to repay said amounts as are advanced, such failure sholl be considered a default, and all provisions of the morigages and the note secured thereby with regard to default shill be applicable.

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

Baid note further provides: Upon transfer of tills of the real state, mortgaged to secure this note, the entire balance remaining due hereunder may at the option of the mortgages, be declared due and payable 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 over to the second party, however evidenced, whether by note, book account or which the first parties, or any of them, may over to the second party, however evidenced, whether by note, book account or what here first parties, or any of them, may over to the second party, however evidenced, whether by note, book account or what here first parties, or any of the present indebtedness for any cause, the total debt on any such additional loans shall at other the man and for sturing of the present indebtedness for any cause, the total debt on any such additional loans shall at of the provesses of anie through foreloaure or otherwise. First parties agrees to keep and maintain the buildings now on said premises or which may be hereafter erected thereon assessments and insurence premiums as required by second party. The parties also agrees to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, heecause of the first parties hereon. First parties also agrees to pay all cause, and in this mortgage contained, and the same are hereby secured by fils mortgage. Interparties hereby assign to second party the rents and income arising at any and all times from the property mort-parts strate expenses, and having a said or paperty in team. The payment of finsurance premiums, taxes, assessments, re-said in othe same and and the same and apply the same on the payment of insurance premiums, taxes, assessments, re-said in othe same and and the first parties of the shall continue on the having of passes on the payment of insurance premiums, taxes, assessments, re

In said note and in this mortgage contained. If said into a said in this mortgage contained, where down have marrier compliance with all the terms and provisions provisions of said note hereby secured, including future advances, and any extensions or renewals hereof, in accordance with the terms and provision hereby secured, including future advances, and any extensions or renewals hereof, in accordance with the terms and in this mortgage contained, and secure and effect, and second party shall be entiled to the terms of index second of a said previous each set. It is option, declare the whole of said note does and party in the second sec

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

Haldon L. norris utto 10. Morris