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NOW, if said Mortgagor...S... shall pay, or cause to be paid all sums of money due hereunder and under the terms and provisions of said note hereby secured, and shall perform, or cause to be performed, all the conditions stipulated in said note and in this mortgage contained, then this mortgage shall be NULL and VOID.

BUT in case of default of said note for interest, principal, taxes, insurance premiums, or other charges as specifically provided for herein, to an amount equal to two months interest and principal installments as provided for in said note, or failure to conform to or to comply with any of the foregoing conditions or agreements, the entire debt shall at the option of the Association be declared due and the Association may proceed to foreclose this mortgage or take any other legal action to protect its rights and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

The failure of said Association to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage. Notice of the exercise of any option granted herein to said Association shall not be required.

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

*Bruce E. Yeakel*  
Bruce E. Yeakel

*Janet J. Yeakel*  
Janet J. Yeakel

State of Kansas

County of Wyandotte

ss.

BE IT REMEMBERED, that on this 26th day of March, A.D., 1963

before me, the undersigned, a Notary Public in and for the county and state aforesaid, came

Bruce E. Yeakel and Janet J. Yeakel, husband and wife,

who are personally known to me to be the same persons who executed the within mortgage, and such persons duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.



My commission expires:

My Commission Expires July 16, 1966

Notary Public

CHARLES T. FIRTH

Recorded March 26, 1963 at 3:55 P.M.

*Harold G. Beck*

Register of Deeds

Reg. No. 18,502  
Fee Paid \$11.25

BOOK 133 83688

## MORTGAGE

THIS MORTGAGE, made this 26th day of March, 1963, by and between  
Bruce E. Yeakel and Janet J. Yeakel, husband and wife,

of Douglas County, Kansas, as mortgagor...S... and INTER-STATE FEDERAL SAVINGS AND LOAN ASSOCIATION OF KANSAS CITY in Kansas, a Corporation organized and existing under the laws of the United States of America, as mortgagee:

WITNESSETH: That said mortgagor...S... for and in consideration of the sum of

SIXTEEN THOUSAND FIVE HUNDRED AND NO/100- - - - - Dollars

the receipt of which is hereby acknowledged, do... by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

### DOUGLAS COUNTY, KANSAS

Lot Three (3), in Block Eight (8), in Southridge Addition Number Three (3), an Addition to the City of Lawrence, as shown by the recorded plat thereof.

Together with all heating and cooling systems, lighting, and plumbing equipment and fixtures, including all built-in kitchen appliances, 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, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor...S... hereby covenant... with said mortgagee that they are, at the delivery hereof, the lawful owner... of the premises above conveyed and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.