PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Fourteen

Thousand Seven Hundred 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 hote is by this reference made a part hereof, to be repaid as follows: In monthly installments of \$.86.15

each, including both principal and interest. First payment of \$ 86.15 due on or before the 10th day of May , 19 64, 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 mortgage, may, at any time during the mortgage term, and in its discretion, appl-for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guarant insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment b the mortgagors of such amounts as are advanced by the mortgage. In the event of failure by the mortgagors to repay said amounts at are advanced by the mortgage. In the event of failure by the mortgagors of such amounts are advanced by the mortgage. In the event of failure by the mortgagors of public amounts are advanced by the mortgage. In the event of failure by the mortgagors of the mortgage and the note secured thereby with regard to default shall be applicable

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

Temaining due nerember may at the option of the moregegee, be declared due and payaor 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 over 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 in-terest; 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 can interest 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 premium 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.

And in our mortgage contained, and the same are neresy secured by ins mortgage. First parties hereby asign 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 poperty 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 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 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.

In sale 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 versions in said note and in this mortgage contained, then these session of all of said premises and may, at its option, declare the whole cond party shall be entilled to the impediate pos-of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indefault endness hereunder shall draw interest at the rate of 10% per annum. Appraisement 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 spective parties hereto.

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

STATE OF KANSAS COUNTY OF

BEIT REMEMBERED, that on this 2nd day of April , A. D. 19, 64 , before me, the undersigned, a

88.

Notary Public in and for the County and State aforesaid, came Jonathan D. Powers and Shirley A. Power who 3re personally

Aarold

known to mo be the same person S_ who executed the within instrument of writing, and such person S_ duly acknowl

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

PUBLICEAL My commission expires: August 6, 1967 1000.

Lois L. Ames Notary Public

a.,

foration O. Pourer

and an Peter tan

Recorded April 3, 1964 at 11:05 A.M. SATISFACTION

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

This release
was written
an the original
Beretro,
his 16 day
at april
19 69
N R
Jane Dem
Reg. of Deeds

Deputy

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION By Richard J. Holzmeister Vice President Topeka, Kansas, April 15, 1969

Scer

Register of Deeds

17:

id for