

Reg. No. #69
Fee Paid \$10.00

BOOK 139 328

STRAIGHT
MORTGAGE

Loan No. S-51043-99-0-LB

This Indenture, Made this 11th day of February, 1965
between John R. Mettner and Helen E. Mettner, his wife

of Shawnee 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 Four Thousand 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: Tract beginning at a point 1183.75 feet South of the Northwest corner of the Southeast Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20) on the center line of Barker Avenue; thence East 330 feet; thence North 60 feet; thence East 297 feet to the center of Larnard Avenue; thence South 129 feet along the center line of Larnard Avenue; thence West 297 feet; thence North 41.2 feet; thence West 330 feet to the center of Barker Avenue; thence North along the center line of Barker Avenue 27.8 feet to the point of beginning, which lies within the following described boundaries: Beginning at a stone in the West boundary of the Southeast Quarter of Section Six (6), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian 80 rods South of the Northwest corner of said Quarter Section; thence North 4 chains 17 links to a stone; thence East 9 chains and 59 links to a stone; thence South 4 chains and 17 links to a stone; thence West 9 chains and 59 links to the place of beginning, containing 4 acres in 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 Four Thousand 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:

~~The monthly installment of \$40.00, including interest, principal and insurance, first payment of \$40.00 due on August 11, 1965, and thereafter on the 11th day of August of each year during the term of this loan.~~

The principal sum of \$4,000.00 Dollars to be paid on the 11th day of August, 1966, with interest from February 11, 1965 at the rate of 6 per cent per annum payable semi-annually, beginning on August 11, 1965 and continuing on the 11th day of February and on the 11th day of August of each year during the period of this loan.

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 representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; 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 mortgaged 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, repairs 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, 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 possession 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 indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption 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.

John R. Mettner
John R. Mettner

Helen E. Mettner
Helen E. Mettner