295-08-0 LB

	This Indenture, Made this 23rd day of May . 19 67 between Theodore P. Nimie and Muriel N. Nimie, his wife
	Douglas
	of Sharpe 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 Fifteen Thousand Two Hundred Fifty 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 accord party, its successors and assigns, all of the following-described real estate situated in the County of and State of Kansas, to-wit:
	Lot One Hundred Sixty-nine (169) in Country Club North, an Addition to the City of Lawrence, as shown by the recorded plat thereof, 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 Fifteen Thousand Two Hundred Fifty and No/100
THE REAL PROPERTY.	In monthly installments of \$96.69 due on or before the 1st day of August , 19 67 , and a like sum on or before the 1st day of each month thereafter until total amount of indebtedness to the Association has been paid in full.
	insurance covering this more a performance to the process of the mortgagues of such accounts as are accounted by the such as a performance of the mortgagues to repey send around to to the more process to be followed by the such as a provisions of the mortgage and the note secured thereby with regard to the secured the secured the secured to the secu
	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 mortgages, 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
	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
	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.
1 25	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 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 went the large
	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 nortgage to he said to result a said first parties and provisions.
	provisions of said once hereofy, 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. Appraisament and all hereofits of homestand and are
	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. Theodore P. Nimie. Theodore P. Nimie.
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