

MORTGAGE

THIS INDENTURE, Made this 8th day of June, 1967, by and between
Philip L. Pestinger and Rheta J. Pestinger, his wife
of Lawrence, Kansas, Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing
under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twelve Thousand
Eight Hundred Fifty and No/100-----Dollars (\$ 12,850.00),
the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mort-
gagee, its successors and assigns, forever, the following-described real estate, situated in the County of
Douglas, State of Kansas, to wit:

Lot Six (6), in Block Six (6), less the East 40 feet thereof,
for Kentucky Street, and also less tract described in Deed
Book 181, at Page 589, all in South Lawrence, in the City of
Lawrence, Douglas County, Kansas.

(It is understood and agreed that this is a purchase money mortgage.)

To HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all appa-
ratus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures,
elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at
present contained or hereafter placed in the buildings now or hereafter standing on the said real estate,
and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or
attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the
purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to
the present or future use or improvement of the said real estate, whether such apparatus, machinery,
fixtures or chattels have or would become part of the said real estate by such attachment thereto, or
not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and form-
ing a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest
of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises
hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will war-
rant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Twelve Thousand
Eight Hundred Fifty and No/100-----Dollars (\$ 12,850.00),
as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated
herein by reference, payable with interest at the rate of Six per centum
(6 %) per annum on the unpaid balance until paid, principal and interest to be paid at
the office of CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION
in Topeka, Kansas, or at such other place as the holder of the note may
designate in writing, in monthly installments of Eighty-two and 88/100-----
Dollars (\$ 82.68), commencing on the first day of August
1967, and on the first day of each month thereafter, until the principal and interest are fully paid,
except that the final payment of principal and interest, if not sooner paid, shall be due and payable on
the first day of July 1992.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said
note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or
in an amount equal to one or more monthly payments on the principal that are next due on the note, on
the first day of any month prior to maturity: *Provided, however*, that written notice of an intention to
exercise such privilege is given at least thirty (30) days prior to prepayment; and *provided further* that
in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of
the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%)
of the original principal amount thereof, except that in no event shall the adjusted premium exceed the
aggregate amount of premium charges which would have been payable if the mortgage had continued to
be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal
Housing Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable
under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note
is fully paid, the following sums: