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: In monthly installments of \$ 76.68

each, including both principal and interest. First payment of \$,76.68; 

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Said note further provides: Upon transfer of title of the real estate, mortgaged to secure this note, the entire balance naming 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 stand which the first parties, or any of them, may ove 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 Joans 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.

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 innurance 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. First parties hereby assign to second party the rents and income arising at any and all times from the property mort-property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, re-nairs or improvements necessary to keep said property in transtable condition, or other charges or payment by provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of and note is fully paid. It is also agreed that the taking of possession hereunder shall in on manner prevent or retard second party in the collection of said sums by foreclosure or otherwise. The failure of ascend 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 asid first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and

If said forte and in this mortgage contained. If said first parties shall cause to be paid to second party the entire amount due it hereunder and u provisions of said note hereby secured, including future advances, and any extensions or renewals hereof the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage c presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to session of all of said premises and may, at its option, declare the whole of said note due and paryable a of this mortgage or take any other legal action to protect its rights, and from the date of such default deness hereunder shall draw interest at the rate of 10% per annum. Appraisement and all benefits of empirical laws are hereby waived.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the

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

ellia William J. Arnold Thelma Flaine Arnold STATE OF KANSAS COUNTY OF Douglas BE IT REMEMBERED, that on this 15th day of June , A. D. 1967 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William J. Arnold and Thelma Elaine Arnold, his wife who are personally known to ma to be the same person B\_\_\_\_ who executed the within instrument of writing, and such person B\_\_\_\_ duly acknowl-edged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Scal the day and year last above writte PE E L (SEAL) Natalie 7. Cellins My commission expires: 3-3-70 Vanue Beem Register of Deeds

n the original ie Been of De

Deputy