

385
385

The Mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon and also agree to keep said property insured in favor of the Mortgagee in an amount satisfactory to Mortgagee; in default whereof the Mortgagee may pay the taxes and accruing penalties, interest and costs, and may insure the same at the expense of the Mortgagors, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage on the above described property, and shall bear interest at the rate of Ten Percent (10%) per annum until paid to the Mortgagee.

This mortgage shall be void if all payments are made as provided in said note and in this mortgage. Time is of the essence. If default is made in any such payment, then the whole of the principal secured by this mortgage, with interest, shall become immediately due and payable, at the option of the Mortgagee; and it shall be lawful for the Mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law, appraisal of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas being hereby expressly waived by the Mortgagors.

IN WITNESS WHEREOF, the Mortgagors have hereunto subscribed their names on the day and year first above written.

James B. Helm
James B. Helm
Ellen Helm
Ellen Helm Mortgagors

STATE OF KANSAS }
COUNTY OF Douglas } ss.

BE IT REMEMBERED, that on this 18th day of July 19 67, before me, the undersigned a Notary Public in and for the County and State aforesaid, came James B. Helm and Ellen Helm (Husband & Wife) to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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


My Commission Expires March 10, 1971
My commission expires:

Robert A. Mourn
Notary Public
Robert A. Mourn

Form No. Ks 311

Recorded August 21, 1967 at 8:02 A.M.

Janice Beem Register of Deeds

Reg. No. 2,250
Fee Paid \$19.50

10109

MORTGAGE

Loan No. 51340-03-0 LB

BOOK 147

This Indenture, Made this 16th day of August, 19 67
between R. Eugene Noland and Patricia A. Noland, his wife

Douglas
of Douglas 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 Seven Thousand Eight Hundred 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 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:

Lot 174 on Kentucky Street, in the City of
Lawrence, 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 Seven Thousand Eight 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 note is by this reference made a part hereof, to be repaid as follows:

In monthly installments of \$ 117.73 each, including both principal and interest. First payment of \$ 117.73 due on or before the 1st day of October, 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.