Loan No. 51399-03-1 LB

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. 19 68

MORTGAGE 12592

This Indenture, Made this 4th day of _____ March

BOOK 149 .

between _____ Louis M. Crandall and Maurine V. Crandall, his wife

of Starford County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSO-CIATION of Topeka, Kansas, of the second part; WITNESSETH: That said first parties, in consideration of the loan of the sum of Fifteen 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: and State of Kansas, to-wit:

Lot Seventy-six (76), in Country Club North, an Addition to the City of Lawrence, Kansas, 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 there-unto 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 and No/10

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 \$ 116.30 each, including both principal and interest. First payment of \$ 116.30 due on or before the 1st day of May 19 68, 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.

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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.

This the intention and agreement of the parties hereto that this mortgages, be declated due and paynole at once. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancemen made to first parties, or any of them, by second party, and any and all indektedness in addition to the amount nieve state which the first parties, or any of them, may over to the second party, however evidenced, whicher by note, book account of therwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal repr terest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional leane shall the the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible of the proceeds of the through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon i good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, seesments and insurance premiums as required by second party.

assessments and insurance premiums as required by second party. First particle dimensions are premiums as required by second party. First particle dimensions are expenses because of the failure of first parties to perform or comply with the provisions in said note 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-are and to secure the hoter add hereby-authorize second party or its agent, at its option upon default, to take charge of said property and olicet all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, re-in this upressary to keep said property in tenantable condition, or other charges or payments provided for it this upressary to keep said property in tenantable condition, or other charges or payments provided for it is an office is fully rent. This also agreed that the taking of possession hereunder shall in no manner prevent or retard missiond party in the condition of said sums by foreclosure or otherwise. The failure charge of any at a later time, and to insit 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

It 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, including future advances, 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 ression 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 due of such default all items of indept-edness hereinder shall draw interest at the rate of 10% per annum. Appraisement and all benefits of homestead and ex-emption laws are herefy waived.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the spective parties hereto. IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written

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