Loan No. 51442-08-7 LB

, 19 68

## 14008 MORTGAGE

This Indenture, Made this 16th day of July. Chung-Kai Huang and Janie L. Huang, his wife,

Douglas

1010.109 544 9-64

of BEAMAXCounty, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSO-CIATION of Topeks, Kansas, of the second part; WITNESSETH: That said first parties, in consideration of the loan of the sum of Pifteen Thousand

Seven Hundred Fifty 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 Margare and Marg

and State of Kansas, to-wit: The North 12.62 Feet of Lot Eleven (11) and the South 50 Feet of Lot

Twelve (12), in Block One (1), in Southwest Addition Number Five (5),

an addition to the City of Lawrence, in 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 new 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

In monthly installments of \$118.97 \_\_\_\_\_ each, including both principal and interest. First payment of \$ 118.97 due on or before the 1st day of September \_\_\_\_\_\_, 19 68, and a like sum on or before the 1st day of each month thereafter until total amount of indeltedness to the Association has been paid in full.

It is never that the montgrave, may start time during the mortgrave term, and in its du-for and speed on source or graves to inscrease, and not apply for reviewed of such more

the morrigagoes of such amounts are a such failure shell be considered a token morrigagoes to repay and amounts to the morrigage, such failure shell be considered a character provisions of the morrigage and the note secured thereby with regard to default shall be app

Said note further provides: Upon transfer of title of the real estate, mortgaged to secure this note, the entire balance naining due hereunder may at the option of the mortgages, he 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 note to first parties, or any of them, by second party, and any and all indebtedness in addition to the smount above stated high the first parties, or any of them, may even to the second party, however evidenced, whether by note, book account or therwise. This mortgage shall remain in full force and effect between the parties bereto and their heirs, personal repre-entatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with in-rest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at terest; 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 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 insurance premiums 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-gaged to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of asid property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, re-in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession herebrander shall in no manner prevent or restard accord 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 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 previsions thereof, and comply with all the provisions in said note and in this mortgage contained, then these assion 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 indebt-comption laws are hereby valved.

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

Chung-Kai Huang Janie L. Huang

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