## MORTGAGE Loan No. 51440-08-1 LB BOOK 151 14016 This Indenture, Made this 16th day of July , 19 68 between Raymond L. Miller and Marlene F. Miller, his wife, of Sharker 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 Twenty Two Thousand Four 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 Vances to with and State of Kansas, to-wit: Lot Thirty-five (35) in Holiday Hills Number Six, an Addition to the City of Lawrence, as shown by the recorded plat thereof, 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

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and apportenances there unto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same. 

DOLLARS DOLLARS and 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 \$ 169.58 each, including both principal and interest. First payment of \$ 169.58 due on or before the 1st day of September . 1968 , and a like sum on or before the 1st day of each month thereafter until jutal 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 maining due hereunder may at the option of the mortgages, be declared due and psyable 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 stated which the first parties, or any of them, may over 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 boans 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 forecloaure 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.

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-gared to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, re-pairs or improvements necessary to keep said property in tenantable condition, or other charges or payments provided for 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 raid. It is also arreed that the taking of possession hereunder shall in no manner prevent or retard second 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 jater 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 provisions thereof, and comply with all the provisions in said hote and in this mostgage contained, then these presents shall be void; otherwise to remain in full force and effort, and second party shall be entitled to the immediate po-session 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 homes of indebt-encement of shall draw interest at the rate of 10% per annum. Appraisement and all henefits of homestead and ex-mation have are hereby waived.

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

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IN WITNESS WHEREOF, sold first parties have heremoto and their hands the day and year first above written

Raymond L. Miller W Marlene F. Miller

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