14571 MORTGAGE BOOK 151

Lonn No. 51452-03-1 LB

This Indenture, Made this 8th day of August . 19 68 Vera Ann North, A Single Woman, between

Douglas of Sharake 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 Fifty Six Hundred

---- 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 Dbuglas and State of Kansas, to-wit:

Lot One Hundred Forty-two (142) on Tennessee Street in 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 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

Fifty-six 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:

due on or before the 1st day of October , 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.

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.

It is the intention and agreement of the parties hereto that this mortgage, 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 adva made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount abo which the first parties, or any of them, may owe to the second party, however evidenced, whether by note, book are otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, person sentatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full treat; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loan the same time and for the same specified causes be considered matured and draw ten per cent interest and be colles of the proceeds of sale through forcelosure 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 nulsance 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 seco including abstract expenses, because of the failure of first parties to perform or comply with the provisions in 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 fr aged to secure this note, and hereby authorize second party or its agent, at its option upon default, moments and collect all rents and income and apply the same on the payment of insurance premiums, its of improvements necessary to keep said property in tenantable condition, or other charges this morigage or in the note hereby secured. This assignment of rents shall continue in for said note is fully paid. It is also agreed that the taking of possession hereunder shall in no cond 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 right to assert the same at a later time, and to main upon and enforce strict compliance with all the terms and prov in said note and in this mortgage contained.

In said note and in this moltgage contained. If asid first parties shall cause to be paid to second party the entire amount due it hereunder and under the t previsions of said note hereby secured, including future advances, and any extensions or renewals hereof, in accord the terms and previsions thereof, and comply with all the provisions in said note and in this mortgage contained, t presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immed session of all of said premises and may, at its option, declare the whole of said note due and parable and have fo of this mortgage or take any other legal action to protect its rights, and from the date of such default all items or edmass hereomer shall draw interest at the rate of 10% per annum. Appraisement and all banefits of homestear emption 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 written.

Vera Ann North

10.00