

Loan No. 51476-08-4 LB

BOOK 151

between James E. Connett and Ruth V. Connett, his wife

WITNESSETH: That said first parties, in consideration of the loan of the sum of Twenty-five thousand seven hundred fifty and 00/100

Douglas and State of Kansas, to-wit:

(It is understood and agreed that this is a purchase money mortgage.)

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.

In monthly installments of \$ 185.14 each, including both principal and interest. First payment of \$ 185.14 due on or before the 1st day of December, 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.

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.

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 provisions hereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise, the first parties shall remain in full force and effect, and second party shall be entitled to the immediate possession of all of said premises and make and execute in full power, 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 indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisement and all benefits of homestead and exemption laws are hereby waived.

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

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

James E. Connnett
Ruth V. Connnett