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Loan No. 51476-08-4 LB

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14968 MORTGAGE BOOK 151

This Indenture, Made this 14th day of October between James E. Connett and Ruth V. Connett, his wife

Dougl as of Shavase 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-five thousand seven hundred fifty and 00/100 -----

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 Three (3), in Block Fourteen (14), in Indian Hills No. 2 & Replat of Block Four (4) Indian Hills, an Addition to the City of Lawrence, 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 Wenty-five thousand seven hundred fifty and 00/100 ----- DOLLARS

with interest thereon, advanced by said Capitel Federal Savings and Lean 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 \$ 185.14 each, including both principal and interest. First payment of \$ 185.14 due on or before the lst day of December , 19 68 , and a like sum on or before the lat day of each month thereafter until total amount of indebtedness to the Association has been paid in full.

It is agreed that the mortgay at may sime former the mortgage term and fighte mortgage.
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Said note further provides: Upon transfer of title of the real estate, mortgan aning due hereunder may at the option of the mortgagee, he declared due and

It is the intention and agreement of the parties hereto that this mortgage, so use and payable at once. It is the intention and agreement of the parties hereto that this mortgage shall also secure any made to first parties, or any of them, by second party, and any and all indeptedness in addition to the which the first parties, or any of them, may owe to the second party, however evidenced, whether hy otherwise. This mortgage shall remain in full force and effect between the parties hereto and their sentatives, successors and assigns, until all amounts due hereunder, including future advancements, as terest; and upon the maturing of the present indebtedness for any cause, she total debt on any such a the same time and for the same specified causes be considered matured and draw ten per cent interes 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 in good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay a 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 secon including abstract expenses, because of the failure of first parties to perform or comply with the provisions in a 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 gaged to secure this note, and hereby authorize second party or its agent, at its option upon default, property and collect all rents and income and apply the same on the payment of insurance premiums, pairs or improvements necessary to keep said property in tenantable condition, or other charges or in this mortgage or in the note hereby secured. This assignment of rents shall continue in force u of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no mai second party in the collection of said sums by foreclosure or otherwise.

The failure of second party to assert any of its right bereunder at any time shall not be construed i right to assert the same at a later time, and to insist upon and enforce strict compliance with all the te 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 rote and in this mortgage contained, then thege presents shall be void; otherwise to remain in full force and effect; and second party shall be entitled to the immediate pos-session of all of said premises and may, at its option, declare the whole of said note due and payable and have forcelosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indekt-edness hereunder shall draw interest at the rate of 10% per annum. Appraisement and all benefits of homestead and ex-emption laws are hereby 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.

Connett) James E. Cor Ruth V. Connett

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