

PROVIDED ALWAYS; And this instrument is executed and delivered to secure the payment of the sum of Fifteen thousand four hundred and 00/100 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:

The principal sum of \$ 15,400.00 Dollars to be paid on the 1st day of October, 1969, with interest from October 25, 1968 at the rate of 7 1/2 per cent per annum, payable monthly on those sums advanced, beginning on the first day of the month following the date of the first advance and continuing monthly thereafter during the period of this loan.

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 hereby expressly agreed that in the event mortgagor shall not diligently and faithfully pursue the construction of the building or buildings now being erected or to be erected on the premises hereby mortgaged, in accordance with plans and specifications submitted to the mortgagee, and to the satisfaction of mortgagee, or, in the event the building or buildings now completed or to be completed on the premises hereby mortgaged are not sold, or placed on the market for sale and sales of said buildings are not diligently pursued by mortgagor or mortgagor's agents, or, in the event the mortgagee deems itself to be insecure in any manner, then, and in that event the entire principal sum of this note secured by this mortgage and interest thereon shall at once become due and payable, at the option of the mortgagee.

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 owe 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 representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; 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 mortgaged 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, repairs or improvements necessary to keep said property in tenable 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 paid. It is also agreed 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 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 thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immediate possession 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 indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal 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 A. Tuggle
James A. Tuggle
Jessie Ethel Tuggle
Jessie Ethel Tuggle

1010.108-2M 3-67

STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 28th day of October, A. D., 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James A. Tuggle and Jessie Ethel Tuggle, his wife who are personally known to me to be the same person is who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



Reba J. Bryant
Reba J. Bryant

Recorded October 28, 1968 at 11:56 A.M.

Janice Beem Register of Deeds

SATISFACTION

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION
By Richard J. Holzmeister
Vice President
Topeka, Kansas, July 29, 1970

(Corp. Seal)

Janice Beem
1970
This 30th day of July
Rep. of Deeds