Reg. No. 3,546

Fee Paid \$67.00

Loan No. 51492-08-1 LB

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NPA

MORTGAGE

This Indenture, Made this 5th day of December between william P. Hancock and Marilyn J. Mancock, his wife

15673

of Shawnee 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 second second part.

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Let 23, in Block 10, in Endian Hills No. 2 5, Replat of Block 4 Indian Mills, an Addition to the City of Lawrence, Dugglash Founty, Lansas

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 op or in connection with and 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 thereunto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same.

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:

In monthly installments of \$_______each, including both principal and interest. First payment of \$_______ due on or before the _______ day of _______, 19 ____, and a like sum on or before the _______ day of each month thereafter until total 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 remaining due hereunder may at the option of the mortgagee, be declared due and payable at once.

Temaining due hereunder may at the option of the mortgages, be declared due and payable 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, may ower 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 preperby 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 prenums, taxes, assessments, repairs 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 paid. It is also agreed that the taking of possession hereunder shall in no manier prevent or retard The failure of second party to access any to retard the taking of possession hereunder shall in no manier prevent or retard

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.

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 of said note hereby secured, including future advances, and any extensions or renewals hereof, in accordance with 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 edness hereunder shall draw interest at the rate of 10% per annum. Appraisement and all benefits of homestead and ex-

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

William P. Hamade

Later J. Dehcoek

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

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