

536  
PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Eighteen  
Thousand 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:

In monthly installments of \$ 138.96 each, including both principal and interest. First payment of \$ 138.96  
due on or before the 1st day of November, 19 69, 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.

It is agreed that the mortgagee may, at any time during the mortgage term and in its discretion, apply  
for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty  
insurance covering this mortgage and pay premiums thereon. It is further agreed that upon the request of the mortgagee  
the mortgagor, at such amounts as are advanced by the mortgagee, shall be required to pay to the mortgagee, to repay said amounts to the mortgagee, such failure shall be considered a default, and all  
provisions of the mortgage and the note secured hereby with respect to default shall be applicable.

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 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 repre-  
sentatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with in-  
terest; 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 mort-  
gaged 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 to the payment of insurance premiums, taxes, assessments, re-  
pairs 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 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  
present 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 foreclosure  
of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebt-  
edness hereunder shall draw interest at the rate of 10% per annum. Appraisal 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  
respective parties hereto.

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

STATE OF KANSAS  
COUNTY OF Douglas

BE IT REMEMBERED, that on this 18th day of September, A. D. 19 69, before me, the undersigned, a  
Notary Public in and for the County and State aforesaid, came Forrest E. Jolly, Jr. and Grace O. Jolly,  
his wife  
who are personally  
known to me to be the same person who executed the within instrument of writing, and such person do duly acknowl-  
edged the execution of the same.



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

My commission expires: September 30, 1972.

Reba J. Bryant  
Notary Public

Recorded September 19, 1969 at 10:43 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.

(Corp. Seal)

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION  
By Richard J. Holzmeister Vice President  
Topeka, Kansas, April 26, 1971.

This release  
was written  
on the original  
mortgage

entered  
this 26th day  
of April,  
19 71.

Janice Beem  
Reg. of Deeds

Deputy