

STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 17th day of December, A. D. 1969, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lawrence E. Wise and Joanne Wise, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons 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.



September 30, 1972.

Reba J. Bryant
Notary Public

Recorded December 18, 1969 at 11:56 A. M.

Garnie O'Brien Register of Deeds

Reg. No. 4,404
Fee Paid \$54.00

MORTGAGE

Loan No. 51598-08-1 LB

BOOK 155

19656

This Indenture, Made this 16th day of December, 1969, between John W. Laux and Rosemary B. Laux, his wife

of Douglas County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part;

WITNESSETH: That said first parties, in consideration of the loan of the sum of Twenty-one Thousand Six Hundred and No/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:

Lot Three (3), in Block Twelve (12), in Indian Hills No. 2 & Maplat 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 thereunto 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 Twenty-one Thousand Six Hundred 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 \$ 166.76 each, including both principal and interest. First payment of \$166.76 due on or before the 1st day of February, 1970, 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 due by reason thereof, and require repayment by the mortgagors of such amounts as are advanced by the mortgagee. In the event of failure by the mortgagors to repay said amounts to the mortgagee, such failure shall be considered a default, and all provisions of the mortgage and the note secured thereby with regard to default shall be applicable.