

And upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the second part Y, its heirs, successors and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said first part Y, his heirs, successors, and assigns, and all persons claiming under him.

And the said first part Y, shall and will, at his own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company, duly authorized to do business in the State of Kansas, by the amount of Five Thousand and no/100 Dollars, for the benefit of said second part Y, and in default thereof said second part Y, may add said insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same, shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said first part Y, do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said second part Y, its heirs, successors and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said first part Y, he S, hereunto set his hand the day and year first above written.

Executed and delivered in presence of

Michael Dean Hackett (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE of Kansas, COUNTY of Wyandotte, ss.

BE IT REMEMBERED, that on this 30th day of December, A. D. 1970, before me, the undersigned, a Notary Public, in and for said County and State, came

Michael Dean Hackett, a single man

who is personally known to me to be the identical person described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last



December 2, 1970

Jack H. Smith, Notary Public

Recorded January 7, 1970 at 9:46 A. M.

Miss Beam, Register of Deeds
By: Due Neustetter, Deputy

Reg. No. 4,433
Fee Paid \$27.00

BOOK 155

19801

MORTGAGE

Loan No. 51601-08-1 LB

This Indenture, Made this 2nd day of January, 1970

between Robert D. Smith and Nancy A. Smith, his wife

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 Ten Thousand Eight 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 Six (6), in Block One (1) in East View Subdivision Number Three, a subdivision within the City of Lawrence, Douglas County Kansas

(It is understood and agreed that this is a purchase money mortgage.)