

BOOK 155

MORTGAGE

THIS INDENTURE, Made this 15th day of January, 1970, by and between
James E. Stone and Phyllis L. Stone, his wife
of Eudora, Kansas, Mortgagee, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing
under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Twelve Thousand Five
Hundred and No/100 - - - - - Dollars (\$12,500.00), the receipt of which is hereby
acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and
assigns, forever, the following-described property, situated in the county of Douglas
State of Kansas, to wit:

Lot 11, in Block 202, in the City of Eudora, in Douglas County, Kansas

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

Any statement contained herein, notwithstanding
the terms of the mortgage and note secured
thereby are to be controlled by the terms of the
Servicemembers Readjustment Act of 1944, as
amended, and the regulations promulgated
thereunder.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues
and profits thereof (provided, however, that the Mortgagee shall be entitled to collect and retain the said
rents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used
in connection with the premises herein described and in addition thereto the following household appli-
ances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the
security of the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagee covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby
conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey
the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims
and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a cer-
tain promissory note of even date herewith, the terms of which are incorporated herein by reference,
payable with interest at the rate of Eight and one-half per centum (8½%) per annum on the unpaid
balance until paid, principal and interest to be paid at the office of CAPITOL FEDERAL SAVINGS AND
LOAN ASSOCIATION in Topeka, Kansas
or at such other place as the holder of the note may designate in writing delivered or mailed to the Mort-
gagor, in monthly installments of Ninety-six and 13/100 - - - Dollars (\$96.13),
commencing on the first day of March, 1970, and continuing on the first day of each month
thereafter, until said note is fully paid, except that, if not sooner paid, the final payment of principal and
interest shall be due and payable on the first day of January, 2000.

The Mortgagee covenants as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note,
at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without
premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or
one hundred dollars (\$100.00), whichever is less.
2. Together with, and in addition to, the monthly payments of principal and interest payable under
the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee until the said note is fully
paid:
 - (a) A sum equal to the ground rents if any and the taxes and special assessments next due on the
premises covered by this mortgage, plus the premiums that will next become due and payable
on policies of fire and other hazard insurance on the premises covered hereby (all as estimated
by the Mortgagee, and of which the Mortgagee is notified), less all sums already paid therefor,
divided by the number of months to elapse before one month prior to the date when such
ground rents, premiums, taxes and assessments will become delinquent, such sums to be held
by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments,
before the same become delinquent.