

In the event mortgagor defaults with respect to any covenant or condition hereof, or of said notes or supplemental agreement, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and bear interest as provided for in said notes and supplemental agreement, and this mortgage shall become subject to foreclosure. Provided, however, mortgagee may at its option and without notice annul any such acceleration, but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Harold L. Johanning
Harold L. Johanning

Mary A. Johanning
Mary A. Johanning

STATE OF KANSAS }
COUNTY OF DOUGLAS } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of MARCH 1970, personally appeared

HAROLD L. JOHANNING and MARY A. JOHANNING, husband and wife,
to me personally known and known to me to be the identical persons
acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission expires

Anthony P. Mohr
Notary Public



Recorded March 26, 1970 at 10:50 A.M.

Janice Beeme Register of Deeds

Reg. No. 4,574
Fee Paid \$28.50

FHA FORM NO. 2120 m
Revised May 1966

20528

MORTGAGE

BOOK 156

THIS INDENTURE, Made this 17th day of March, 1970, by and between
James I. Smith, Jr. and Theresa Ann Smith, his wife
of Lawrence, Kansas, Mortgagee, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION
under the laws of the United States

a corporation organized and existing
Mortgagee

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Eleven Thousand Four Hundred and No/100 - - - - - Dollars (\$ 11,400.00),
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 real estate, situated in the County of Douglas
State of Kansas, to wit:

Lots Two (2) and Three (3) in Subdivision No. One (1) of Block Four (4),
Earl's Addition, within the City of Lawrence, Douglas County, Kansas.

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

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, and also all apparatus, machinery, fixtures, chattels, fumaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.