

This mortgage is also given to secure payment of any sum or sums of money which Mortgagee by agreement with Mortgagor may loan or advance to the Mortgagor at the date hereof or from time to time, with interest, and this mortgage is also given to secure payment of any other indebtedness, by whatsoever manner acquired, direct or contingent, that Mortgagee now holds or may acquire against the Mortgagor, provided that such loan or advancement is made or such indebtedness is acquired prior to the recorded release or discharge of this mortgage.

The Mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon and also agree to keep said property insured in favor of the Mortgagee in an amount satisfactory to Mortgagee; in default whereof the Mortgagee may pay the taxes and accuring penalties, interest and costs, and may insure the same at the expense of the Mortgagors, and the expense of such taxes and accuring penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage on the above described property, and shall bear interest at the rate of Ten Percent (10%) per annum until paid to the Mortgagee.

This mortgage shall be void if all payments are made as provided in said note and in this mortgage and if all other sums of money advanced by Mortgagee to or for the benefit of Mortgagor from time to time prior to the recorded release or discharge of this mortgage have been fully paid. Time is of the essence. If default is made in any such payment, then the whole of the principal secured by this mortgage, with interest, shall become immediately due and payable, at the option of the Mortgagee; and it shall be lawful for the Mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law, appraisal of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas, being hereby expressly waived by the Mortgagors.

IN WITNESS WHEREOF, the Mortgagors have hereunto subscribed their names on the day and year first above written.

Joe J. Ramirez

Lucy Ramirez

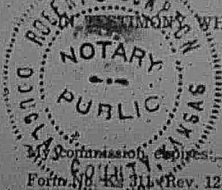
Mortgagors

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED, that on this 28th day of April, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Joe J. Ramirez & Lucy Ramirez (husband & wife) to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



Robert J. Compton, Notary Public

Recorded May 8, 1970 at 1:30 P.M.

Janice Beam Register of Deeds

Reg. No. 4,661
Fee Paid \$47.50

BOOK 156

20967 MORTGAGE

Loan No. 51639-08-2 LB

This Indenture, Made this 5th day of May, 1970, between Hiram C. Brown and Jean L. Brown, his wife

Douglas 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 Nineteen Thousand 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:

A tract beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Thirteen (13) South, Range Nineteen (19) East of the 6th Principal Meridian, thence South 210 feet, thence East 414.85 feet, thence North 210 feet, thence West 414.85 feet to the point of beginning, 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 and 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 Nineteen 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: