

21746

MORTGAGE

BOOK 157

Loan No. 51660-33-2 LB.

This Indenture, Made this 11th day of July, 19 70
 between Francis M. Winterburg and A. LaVerne Winterburg, 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 Twenty Six Thousand Two
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 Eight (8), in Block Four (4), in Prairie Meadows No. 2,
 an Addition to the City of Lawrence, Douglas County, Kansas
 as shown by the recorded plat thereof

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

Together with all heating, lighting, and plumbing equipment and fixtures, including stoves 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 Six
Thousand Two 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 \$ 202.26 each, including both principal and interest. First payment of \$ 202.26
 due on or before the 10th day of August, 19 70, and a like sum on or before the 10th day of
 each month thereafter until total amount of indebtedness to the Association has been paid in full.

Said note further provides: Upon transfer of title of the real estate mortgaged to secure this note, the entire balance remaining
 due hereunder may, at the option of the mortgagee, be declared due and payable at once, or the mortgagee may impose any one, or
 both, of the following conditions:

- Assess a transfer fee equal to one percent (1%) of the balance remaining due on this note, and if such fee is not paid, add
 said sum to this note, and the same shall become a lien on the real estate mortgaged to secure this note.
- At any subsequent time, increase the interest rate up to, but not to exceed the then current rate being charged by the mort-
 gagee on similar new loans, upon giving sixty (60) days' notice in writing.

In that event, the then owner of the property mortgaged to secure this note may, at his option, pay off the entire balance re-
 maining due, and the mortgagee shall not assess any prepayment penalty.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first
 parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated which the first parties,
 or any of them, may owe to the second party, however evidenced, whether by note, book account or otherwise. This mortgage shall
 remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all
 amounts due hereunder, including future advancements, are paid in full, with interest; and upon the maturing of the present indebted-
 ness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered
 matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good
 condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, assessments and
 insurance premiums as required by second party.

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including
 abstract expenses, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage
 contained, and the same are hereby secured by this mortgage.

First parties hereby assign to second party the rents and income arising at any and all times for the property mortgaged to secure
 this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collect all
 rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary
 to keep said property in tenable condition, or other charges or payments provided for in this mortgage or in the note hereby
 secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that
 the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by foreclosure or
 otherwise.

The failure of second party to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert
 the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this
 mortgage contained.

If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and provisions
 of said note hereby secured, including future advances, and any extensions or renewals hereof, in accordance with the terms and provi-
 sions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void;
 otherwise to remain in full force and effect, and second party shall be entitled to the immediate possession of all of said premises
 and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal
 action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of
 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective
 parties hereto.

IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written.

Francis M. Winterburg
 Francis M. Winterburg
A. LaVerne Winterburg
 A. LaVerne Winterburg