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Reg. No. 4,938  
Fee Paid \$51.25FHA FORM NO. 2120m  
Revised October 1969

BOOK 157

22115

## MORTGAGE

THIS INDENTURE, Made this 11th day of August, 1970, by and between  
David M. Griffin and Gail E. Griffin, 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  
under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Twenty Thousand Five Hundred and No/100-----Dollars (\$ 20,500.00 ), 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 real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot Seven (7), in Block Eight (8), in Southridge Addition Number Three (3), 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)

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.

And the Mortgagee covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Twenty Thousand Five Hundred and No/100-----Dollars (\$ 20,500.00 ), as evidenced by a certain 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 ( 8 1/2 % ) 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, in monthly installments of One Hundred Fifty-Seven and 65/100-----Dollars (\$ 157.65 ), commencing on the first day of October, 1970, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 2000.

The Mortgagee covenants and agrees as follows:

1. That 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 pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; *Provided, however*, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *provided further* that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Mortgagee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Mortgagee upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

2. That, 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, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(b) If and so long as said note of even date and this instrument are insured, the Mortgagee shall pay to the Mortgagee