

224
TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances therunto
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 Two
Thousand Four Hundred and No/100 DOLLARS

with interest thereon, advanced by said Capital 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 \$ 172.93 each, including both principal and interest. First payment of \$ 272.93
due on or before the 10th day of November 19 79, and 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 pay, 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 of
both of the following conditions:

- (a) 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.
- (b) 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
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 pro-
visions 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. Appraisalment, 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.

Robert L. Walters
Robert L. Walters

Anne E. Walters
Anne E. Walters

1010 109 10M 4/70

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED, that on this 16th day of October, A.D. 19 70, before me, the undersigned, a

Notary Public in and for the County and State aforesaid, came Robert L. Walters and Anne E. Walters,
his wife

who are personally

known to me to be the same person S who executed the within instrument of writing, and such person S duly acknowledged
the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



Reba J. Bryant
Notary Public
Reba J. Bryant

September 30, 1972.

Recorded October 19, 1970 at 11:51 A.M.

James Boem Register of Deeds