

301

STATE OF KANSAS,  
 Douglas County, ss.  
 Be It Remembered, That on this 29th day of October, A. D. 1970,  
 before me, the undersigned,  
 in and for said County and State, came Lyle E. Pearson and  
 Helen T. Pearson, his wife,  
 to me personally known to be the same persons who executed the foregoing instrument of writing,  
 and duly acknowledged the execution of the same.  
 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day  
 and year last above written.  
 My Commission Expires September 4, 1974.  
 O. Warren Mitchell, Notary Public  
 Recorded October 29, 1970 at 3:56 P.M.  
 Janice Beem Register of Deeds

Reg. No. 5,129

Fee Paid \$17.50

VA Form 26-6314 (Home Loan)  
 Rev. June 1959. Use optional  
 Section 1219, Title 38, U.S.C.  
 Acceptable to Federal National  
 Mortgage Association.

KANSAS

BOOK 158

## 22945 MORTGAGE

THIS INDENTURE, Made this 16th day of October, 1970, by and between  
 Albert M. Copp, Jr. and Margaret E. Copp, 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 Mortgagor, for and in consideration of the sum of Fifteen Thousand and  
 No/1002-15 Dollars (\$ 15,000.00 ), 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 property, situated in the county of Douglas  
 State of Kansas, to wit:

Lot Twenty-four (24), in Block Ten (10), in Lane Place  
 an Addition to the City of Lawrence, Douglas County,  
 Kansas

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

Any statement contained herein, reciting  
 the terms of the mortgage and the  
 thereon, shall be controlled by Title II of the  
 Servicemen's Readjustment Act of 1944, as  
 amended, and the regulations promulgated  
 thereunder.

together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues  
 and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said  
 rents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used  
 in connection with the premises herein described and in addition thereto the following household appli-  
 ances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the  
 security of the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby  
 conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey  
 the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims  
 and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a cer-  
 tain 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 delivered or mailed to the Mort-  
 gagor, in monthly installments of One Hundred Fifteen and 35/100 Dollars (\$ 115.35 ),  
 commencing on the first day of December, 1970, and continuing on the first day of each month  
 thereafter, until said note is fully paid, except that, if not sooner paid, the final payment of principal and  
 interest shall be due and payable on the first day of October, 1970.

The Mortgagor covenants as follows: