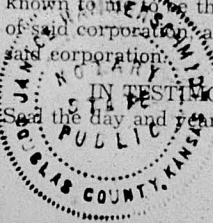


STATE OF Kansas Douglas COUNTY, SS.BE IT REMEMBERED, That on this 20th day of October 1970before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert L. Elder, president of Western Home Builders, Inc.a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Michael L. Jamison

Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public, Term expires June 16 1974

Recorded October 30, 1970 at 2:45 P.M.

Janice Beem Register of Deeds

Re. L. S. 111

Fee Paid \$42.00

MORTGAGE

BOOK 158

22350

Loan No: 51697-08-0 LB

This Indenture, Made this 28th day of October 1970between Arthur Stanley Frye and Charlotte Arlene Frye, his wifeof 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 Sixteen Thousand Eight Hundred Fifty and No/100 DOLLARSmade 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 3 and the East 20 feet of Lot 4, in Block 2 in Southwest Addition Number 5, an Addition to the City of Lawrence, 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 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 thereto 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 Sixteen Thousand Eight Hundred Fifty 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 \$ 136.15 each, including both principal and interest. First payment of \$ 136.15 due on or before the 1st day of December 1970 and a like sum on or before the 1st day of

each month thereafter until total amount of indebtedness to the Association has been paid in full. It is agreed that the mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the mortgagors of such amounts as are advanced by the mortgagee. In the event of failure by the mortgagors to repay said amounts to the mortgagee, such failure shall be considered a default, and all provisions of the mortgage and the note secured thereby with regard to default, shall be applicable.

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:

(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 mortgagee on similar new loans, upon giving sixty (60) days notice in writing.