

This mortgage is also given to secure payment of any sum or sums of money which Mortgagee by agreement with Mortgagor may loan or advance to the Mortgagor at the date hereof or from time to time, with interest, and this mortgage is also given to secure payment of any other indebtedness, by whatsoever manner acquired, direct or contingent, that Mortgagee now holds or may acquire against the Mortgagor, provided that such loan or advancement is made or such indebtedness is acquired prior to the recorded release or discharge of this mortgage.

The Mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon and also agree to keep said property insured in favor of the Mortgagee in an amount satisfactory to Mortgagee; in default whereof the Mortgagee may pay the taxes and accruing penalties, interest and costs, and may insure the same at the expense of the Mortgagors, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage on the above described property, and shall bear interest at the rate of Ten Percent (10%) per annum until paid to the Mortgagee.

This mortgage shall be void if all payments are made as provided in said note and in this mortgage and if all other sums of money advanced by Mortgagee to or for the benefit of Mortgagor from time to time prior to the recorded release or discharge of this mortgage have been fully paid. Time is of the essence. If default is made in any such payment, then the whole of the principal secured by this mortgage, with interest, shall become immediately due and payable, at the option of the Mortgagee; and it shall be lawful for the Mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law, appraisal of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas being hereby expressly waived by the Mortgagors.

IN WITNESS WHEREOF, the Mortgagors have hereunto subscribed their names on the day and year first above written.

*Arthur T. Johnson*  
 Arthur T. Johnson  
*Cletis M. Johnson*  
 Cletis M. Johnson Mortgagors

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED that on this 15 day of December, 19 70, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Arthur T. Johnson and Cletis M. Johnson (Husband & Wife) to me personally known to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

*Frank W. Marzolf*  
 Frank W. Marzolf Notary Public

My commission expires October 13, 1974  
 Form No. Ks 311 (Rev. 12-69)

Recorded December 24, 1970 at 10:17 A.M.

*Janice Bear* Register of Deeds  
 Reg. No. 5,267  
 Fee Paid \$36.50

FHA FORM NO. 2120m  
 Revised October 1969

BOOK 158

23530

## MORTGAGE

THIS INDENTURE, Made this 21st day of December, 19 70, by and between  
 D. Gene Damewood and Lorene Damewood, his wife  
 of Lawrence, Kansas, Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION  
 under the laws of the United States, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fourteen Thousand Six Hundred and No/100 - - - - - Dollars (\$ 14,600.00), 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 Two Hundred One (201) in The Elms, an addition to the  
 City of Lawrence, Douglas County, Kansas

(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, furnaces, 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 Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.