

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within six mos. from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the six month time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

[SEAL]

*Harold D. Wilkins*

[SEAL]

Harold D. Wilkins

[SEAL]

*Glenda K. Wilkins*

[SEAL]

Glenda K. Wilkins

STATE OF KANSAS,

COUNTY OF Douglas

BE IT REMEMBERED, that on this 24th day of December, 1970, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Harold D. Wilkins and Glenda K. Wilkins, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

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



Commission expires February 28, 1972

*Charles W. Hedges*  
Charles W. Hedges

Notary Public

GPO 883-252

Recorded December 31, 1970 at 1:48 P.M.

*James Beam* Register of Deeds

Reg. No. 5,278

Fee Paid \$29.75

FHA FORM NO. 2120m  
Revised October 1969

## MORTGAGE

28693

BOOK 159

THIS INDENTURE, Made this 29th day of December, 1970, by and between  
Garra M. Allison and Ruth E. Allison, his wife  
of Lawrence, Kansas, Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, Mortgagee.

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Eleven Thousand Nine Hundred and No/100- - - - - Dollars (\$11,900.00), 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 5, Block 2, in Sunset Hill Estate Subdivision, an Addition to the City of Lawrence, Douglas County, Kansas