

8. Mortgagor hereby waives, so far as lawfully may be, each and every benefit under the homestead, exemption, redemption, stay or appraisal laws of the State of Kansas. Should this instrument be executed by more than one person as Mortgagor, each and every obligation of Mortgagor herein set out shall be joint and several. Each and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective assigns and successors in interest.

9. Mortgagor hereby agrees that Mortgagee may, at any time during the term of this mortgage, purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage. Mortgagor hereby agrees that, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to Mortgagee on the first day of each month until said note is fully paid, an amount to provide Mortgagee with funds to pay mortgage guaranty insurance premiums one month prior to due date thereof. In the event of failure by the Mortgagor to pay such amounts to 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.

IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal the day and year first above written.

Larry W. James (SEAL)
Larry W. James

Cynthia S. James (SEAL)
Cynthia S. James

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED that on this 24th day of February, 1971, before me the undersigned, a Notary Public in and for said county and state, personally appeared Larry W. James and Cynthia S. James, his wife who is (are) personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

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



Charles W. Hader
Notary Public in and for said County and State
Charles W. Hader

Recorded February 26, 1971 at 1:58 P.M.

Jamie Beem Register of Deeds

Reg. No. 5,389
Fee Paid \$26.75

KANSAS

VA Form 26-4314 (Home Loan)
Rev. Jan. 1963: Use optional.
Section 1810, Title 38, U.S.C.
Acceptable to Federal National
Mortgage Association.

BOOK 159

MORTGAGE

THIS INDENTURE, Made this 23rd day of February, 1971, by and between
Wendell R. Else, Jr. and Linda L. Else, 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 Ten Thousand Seven Hundred Fifty and No/100 - - - Dollars (\$ 10,750.00), 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 Two (2), in Block Two (2), in Town and Country Addition, an Addition to the City of Lawrence, Douglas County, Kansas, as shown on the recorded plat in Plat Book 4, Page 38, recorded the 4th day of April, 1956.