

RIDER I

To be attached to and made a part of Mortgage dated by and between Pine Tree Townhouses Cooperative, Inc., and Capitol Federal Savings and Loan Association.

Paragraph 1.

nor permit or suffer any alterations of or addition to the buildings or improvements now or hereafter constructed on the lands herein-described without the written consent of the Mortgagee;

Paragraph 2.

The following additional paragraphs are added to this Mortgage:

19. The Mortgagor during the life of the Mortgage covenants and agrees that it will furnish to the Mortgagee periodically, at least annually a certified copy of its income and operating statements, together with occupancy statements, and that the Mortgagee or its authorized agent shall have the privilege of making inspection of the land and premises from time to time as in its opinion, the occasion may require during the life of the Mortgage.

20. That so long as this Mortgage and the said Note secured hereby are insured or held under the provisions of the National Housing Act, as amended, it will not permit occupancy of its accommodations by persons or at a schedule of charges other than as provided for in its Regulatory Agreement, nor rent the premises as an entirety.

21. The Mortgagor will not employ a management agent for the buildings, nor enter into a management contract, nor undertake self-management unless the Mortgagee and the Federal Housing Commissioner have approved in writing the proposed management agent, form of management contract, or other management arrangements.

Recorded June 22, 1971 at 11:11 A.M.

Janice Deem

Register of Deeds

Reg. No. 5,800
Fee Paid \$100.00

BOOK 161

25631

Mortgage

Loan No. DC-3215

THE UNDERSIGNED,

John M. McGrew and Jill B. McGrew, husband and wife

of Lawrence, County of Douglas, State of Kansas

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

THE LAWRENCE SAVINGS ASSOCIATION

a corporation organized and existing under the laws of

THE STATE OF KANSAS

hereinafter referred to as the Mortgagee, the following real estate

in the County of Douglas, in the State of Kansas, to-wit:

Lot Ninety-three (93) in Alvamar estates, an Addition to the City of Lawrence, as shown by the recorded plat thereof.

The Mortgagors understand and agree that this is a purchase money mortgage.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.