TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereunto 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 Eighteen Thousand Five Hundred 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 $ 166.19 each, including both principal and interest. First payment of $ 166.19 due on or before the 10th day of August 19 71 and a like sum on or before the 10th 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, 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.

In that event, the then owner of the property mortgaged to secure this note may, at his option, pay off the entire balance remaining due, and the mortgagee shall not assess any prepayment penalty.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated which the first parties, or any of them, may owe to the second party, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, assessments and insurance premiums as required by second party.

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

First parties hereby assign to second party the rents and income arising at any and all times from the property mortgaged to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by foreclosure or otherwise.

The failure of second party to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals hereof in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immediate possession of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisement and all benefits of homestead and exemption laws are hereby waived.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written.

Freddie Marks
Freddie Marks

Winona M. Marks
Winona M. Marks

1010 109 10M 4/70

STATE OF KANSAS
COUNTY OF Douglas } ss.

BE IT REMEMBERED, that on this 25th day of June A.D. 19 71, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Freddie Marks and Winona M. Marks, his wife who are personally known to me 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 Notarial Seal the day and year last above written.

REBA J. BRYANT NOTARY PUBLIC DOUGLAS COUNTY, KANSAS

(SEAL)

Reba J. Bryant
Notary Public
Reba J. Bryant

My commission expires: September 30, 1972

STATE OF KANSAS
COUNTY OF } ss.

Recorded June 30, 1971 at 4:01 P.M. Janice Beem Register of Deeds