

26633 BOOK 162

MORTGAGE

THIS INDENTURE, Made this 31st day of August, 1971, by and between
John W. Stewart and Betty J. Stewart, his wife
of Lawrence, Kansas, Mortgageor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION

under the laws of the United States, a corporation organized and existing
Mortgagee:

WITNESSETH, That the Mortgageor, for and in consideration of the sum of Twenty One Thousand
Two Hundred Fifty and No/100 - - - Dollars (\$21,250.00), 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 Seven (7), in Block Six (6), in Southridge Addition No. Two (2),
an Addition to the City of Lawrence, as shown by the recorded plat
thereof, Douglas County, Kansas.

(It is understood and agreed that this is a purchase money mortgage)

Any statement contained herein, notwithstand-
ing the terms of the mortgage and note secured
thereby, are to be controlled by Title III of the
Servicemembers Readjustment Act of 1944, as
amended, and the regulations promulgated
thereunder.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues
and profits thereof (provided, however, that the Mortgageor shall be entitled to collect and retain the said
rents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used
in connection with the premises herein described and in addition thereto the following household appli-
ances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the
security of the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgageor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby
conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey
the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims
and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a cer-
tain promissory note of even date herewith, the terms of which are incorporated herein by reference,
payable with interest at the rate of Seven per centum (7 %) per annum on the unpaid
balance until paid, principal and interest to be paid at the office of CAPITOL FEDERAL SAVINGS AND
LOAN ASSOCIATION in Topeka, Kansas
or at such other place as the holder of the note may designate in writing delivered or mailed to the Mort-
gagor, in monthly installments of One Hundred Forty One and 53/100 Dollars (\$ 141.53),
commencing on the first day of October, 1971, and continuing on the first day of each month
thereafter, until said note is fully paid, except that, if not sooner paid, the final payment of principal and
interest shall be due and payable on the first day of August, 2001.

The Mortgageor covenants as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note,
at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without
premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or
one hundred dollars (\$100.00), whichever is less:

2. Together with, and in addition to, the monthly payments of principal and interest payable under
the terms of the note secured hereby, the Mortgageor will pay to the Mortgagee as trustee (under the
terms of this trust as hereinafter stated) until the said note is fully paid: