

26763
BOOK 162

MORTGAGE

Loan No. 51823-33-0 LB

This Indenture, Made this 9th day of September, 1971

between John L. Scruggs and Joanne J. Scruggs, his wife

of Douglas County, in the State of Kansas, of the first part and hereinafter referred to as Borrower, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part and hereinafter referred to as Lender;
 WITNESSETH: That said Borrower, in consideration of the loan of the sum of Thirteen Thousand and No/100 DOLLARS made by Lender, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto said Lender, its successors and assigns, all of the following-described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot Twenty-five (25) in Block One (1), in Belle Haven South, an Addition to the City of Lawrence, as shown on the recorded plat in Plat Book 5, Page 9, recorded the 1st day of July, 1957, Douglas County, Kansas

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

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 Thirteen Thousand and No/100 DOLLARS with interest thereon, advanced by said Lender and such charges as may become due to said Lender 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 \$ 93.47 each, including both principal and interest. First payment of \$ 93.47 due on or before the 10th day of October, 19 71, and a like sum on or before the 10th day of each month thereafter until total amount of indebtedness to the Lender has been paid in full.

Borrower covenants and agrees as follows:

To pay all taxes and assessments of every kind or nature upon the real estate mortgaged to said Lender to secure the payment of said obligation, when the same are by law due and payable. A sum equal to 1/12 of the total estimated amount of the current year's taxes and assessments upon said property shall be paid monthly in advance to said Lender, upon the regular monthly payment dates. If the fund so created with said Lender is insufficient to pay said taxes and assessments when due, the Borrower agrees to pay the difference upon demand. If the fund so created exceeds the amount of said taxes and assessments, the excess shall be credited to the Borrower, and applied on interest or principal, or held for future taxes, as said Borrower may elect. The waiving of such monthly payments for taxes and assessments at any time shall not bar said Lender from later requiring such payments from the Borrower. No interest shall be paid by said Lender on any prepaid tax funds held by it on behalf of the Borrower.

To immediately procure, maintain, pay all premiums on and keep in the possession of said Lender without lapse, policies of insurance in companies acceptable to the Lender against fire and extended coverage, in an amount equal to the unpaid balance of said note, covering the buildings now or hereafter erected upon said mortgaged premises, until the debt secured by said obligation, with interest, is paid in full. Said policies shall have mortgage clauses attached thereto making loss, if any, payable to said Lender as its interest may appear. In the event of loss, the Borrower shall give immediate notice to said Lender, and said Lender is hereby authorized to make proofs of loss if the same are not made promptly by the Borrower. Said insurance companies are hereby authorized to make payments for such loss directly to said Lender, and the proceeds of such insurance, or any part thereof may be applied by the Lender, at its option, either to the reduction of the indebtedness or to the restoration or repair of the damaged property. In the event of foreclosure of this mortgage, or in the event of transfer of title to the mortgaged property in extinguishment of the debts represented by said note, all right, title and interest of the Borrower in and to the insurance policies then in force shall pass to the purchaser or grantee, as the case may be. A sum equal to 1/12th of the estimated insurance premiums shall be paid monthly in advance to said Lender, upon the regular monthly payment dates. If the fund so created with said Lender is insufficient to pay said premiums when due, the Borrower agrees to pay the difference upon demand. If the fund so created exceeds the amount of said premiums, the excess shall be credited to the Borrower, and applied on interest or principal or held for future premiums, as said Borrower may elect. The waiving of such monthly payments for insurance premiums at any time shall not bar said Lender from later requiring such payments from the Borrower. No interest shall be paid by said Lender on any prepaid insurance funds held by it on behalf of the Borrower.

To allow said Lender at any time during the term of this mortgage, and in its discretion, to apply for and purchase mortgage guaranty insurance, and to apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Borrower of such amounts as are so advanced by said Lender. In the event of failure by the Borrower to repay said amounts to said Lender, such failure shall be considered a default, and all provisions of this mortgage and the note secured hereby, with regard to default, shall be applicable.

To keep and maintain the buildings and other improvements now on said premises or hereafter erected thereon in good condition and repair at all times, and not suffer waste or permit a nuisance thereon.

To pay all costs, charges and expenses reasonably incurred or paid at any time by said Lender, including abstract or title insurance expenses, because of the failure of said Borrower to comply with the provisions in said note and in this mortgage contained, and the same shall be secured by this mortgage and may, at the option of said Lender, be added to the unpaid balance of said note.

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

In case of failure to pay all taxes and assessments when the same are by law due and payable, or a like failure to keep in force said policies of insurance, or a failure to make said repairs, said Lender may pay said taxes and assessments and maintain said insurance and make said repairs, and the amounts so expended by it shall be a lien on the premises described in this mortgage, and the same may be recovered with interest at a rate not to exceed 10% per annum, and said sums so advanced may, at the option of said Lender, be added to the unpaid balance of said note. Payment of any said items by said Lender shall not be construed as a waiver of that default or of the right of said Lender to foreclose this mortgage because of such default.

The loan evidenced by said note and secured by this mortgage has been made by said Lender by reason of the personal and financial responsibility of the Borrower. The real estate mortgaged to secure said note may be sold, conveyed or otherwise alienated by the Borrower at any time subject to the lien of this mortgage, provided, however, that in such event, the Borrower agrees that said Lender may, at its option and for any reason it deems sufficient, elect to declare all remaining principal and accrued interest remaining due on said note immediately due and payable and foreclose this mortgage.

In the event the real estate mortgaged to secure said note is so transferred before this loan is paid, said Lender may elect to accept the assuming grantee and waive its right to accelerate this note. In such event, said Lender may charge and collect a mortgage