Reg. No. 6,277 Fee Paid \$40.50

FHA FORM NO. 2120m Revised October 1970 BOOK 163

MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

THIS INDENTURE, Made this 17th day of November ,1971 , by and between Harold A. Lash and Ruthailee L. Lash, his wife of Lawrence, Kansas ,Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION , a corporation organized and existing under the laws of the United States , Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Sixteen Thousand Two Hundred Fifty and No/100------Dollars (\$ 16,250.00), 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 real estate, situated in the County of Douglas State of Kansas, to wit:

> Lot Two (2), in Block Seven (7), in Edgewood Park, an Addition to the City of Lawrence, Douglas County, Kansas

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

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate baid real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage, and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgage, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

The Mortgagor covenants and agrees as follows:

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1. That he will promptly pay the principal of and inferest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided*, however, that written hotice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *provided* further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Mortgagee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Mortgagee upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.