

STATE OF Kansas }  
Douglas COUNTY, } ss.

BE IT REMEMBERED, That on this 26th day of November A. D., 1971  
before me, a Notary Public in the aforesaid County and State,  
came Marion P. Patterson and Lolita M. Patterson,  
husband and wife

to me personally known to be the same person S who executed the foregoing instrument and duly  
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and  
year last above written.

My Commission Expires June 14, 1973

H. D. Flanders  
Notary Public

Recorded November 30, 1971 at 3:00 P.M.

James B. Boon Register of Deeds

Reg. No. 6,288  
Fee Paid \$69.75

27711 BOOK 163 MORTGAGE

Loan No. 51850-33-9 LB

This Indenture, Made this 23rd day of November, 1971  
between James R. Sheets and JoAnne Sheets, 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 Twenty-Seven Thousand  
Nine Hundred Fifty 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-seven (27), in Block Ten (10), in Indian  
Hills No. 2 & Replat of Block Four (4) Indian Hills,  
an Addition to the City of Lawrence, as shown by the  
recorded plat thereof, 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 -----  
Twenty-Seven Thousand Nine Hundred Fifty 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 \$200.96 each, including both principal and interest. First payment of  
\$ 200.96 due on or before the 10th day of January, 1972, 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 pay-  
ment 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 assess-  
ments, 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.