

31870 BOOK 92

## MORTGAGE

Loan No. R-1-1053

This Indenture, Made this 26th day of March, 1947,  
between Lee S. Cole and Lessie C. Cole, his wife

Douglas  
of Shawnee County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION of  
Topeka, Kansas, of the second part;

WITNESSETH: That said first parties, in consideration of the loan of the sum of  
Three Thousand and no/100 DOLLARS  
made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said second  
party, its successors and assigns, all of the following-described real estate situated in the County of Douglas and State of  
Kansas, to-wit:

Beginning at the Northwest corner of the Northwest  $\frac{1}{4}$  of Section 12, Township  
13, Range 19, thence South 53  $\frac{1}{3}$  rods; thence East 30 rods; thence North 53  $\frac{1}{3}$   
rods; thence West 30 rods to place of beginning; less land conveyed to the  
Kansas State Highway commission for road purposes of said tract, being approxi-  
mately 15 rods East and West by 10 rods North and South in Douglas County, Kansas.

Together with all heating, lighting, and plumbing equipment and fixtures, including stoves and burners, screens, awnings, storm win-  
dows 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 belong-  
ing, 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

Three Thousand 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  
in monthly installments of \$ 30.58 each, including both principal and interest. First payment of \$ 30.58  
due on or before the 10th day of May, 1947, 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 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 re-  
main 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 tenable 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. Appraisal  
ment 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.

Lee S. Cole  
Lessie C. Cole

STATE OF KANSAS  
COUNTY OF Douglas



Notarially remembered, that on this 1st day of April, A. D. 1947, before me, the undersigned, a  
Notary Public in and for the County and State aforesaid, came  
Lee S. Cole and Lessie C. Cole, his wife who are personally  
known to me to be the same person(s) who executed the within instrument of writing, and such person(s) duly acknowl-  
edged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

(SEAL)

Clayton C. Calvin  
Notary Public

My commission expires: Nov. 6, 1948

Recorded April 3, 1947 at 11:45 A.M.

Harold P. Beck Register of Deeds.

Mortgage secured by this mortgage has been paid in full, and the Register of Deeds is authorized to return  
 Capital Federal Savings and Loan Association  
 By V. H. Hays, Treasurer - This was verified  
 Clayton C. Calvin, Notary Public - April 1, 1947