

33500 BOOK 92

VA Form 4-6314 (Home Loan)  
August 1946 Use Optional  
Servicemen's Readjustment Act  
(38 U.S.C.A. 64 (a)). Accept-  
able to RFC Mortgage Co.

KANSAS

## MORTGAGE

THIS INDENTURE, Made this 20th day of August, 1947, by and between  
Lawrence R. Wagner and Martha Lou Wagner, 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 - - - - - Twenty-three  
Hundred and no/100 - - - - - Dollars (\$ 2300.00 ), 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: Part of "Reserve" in Lane's First Addition to the City of Lawrence,  
Douglas County, Kansas, described as follows: Beginning at a point on the South line  
of the Block bounded on the West by Illinois Street, on the South by Eighth Street and  
on the East by Mississippi Street, said point being on the North line of Eighth Street  
89 feet East of the East line of Illinois Street; thence North parallel with Illinois  
Street 76.5 feet, thence East parallel with Eighth Street 7 feet, thence North parallel  
with Illinois Street 27 feet; thence East parallel with Eighth Street 58.2 feet; thence  
South parallel with Illinois Street 27 feet; thence East parallel with Eighth Street 7  
feet; thence South parallel with Illinois Street 76.5 feet to the North line of Eighth  
Street; thence West along the North line of Eighth Street 72.2 feet to the point of be-  
ginning.

Also driveway easements over the East 7.25 feet of the West 89 feet of the South  
103.5 feet and the West 7.25 feet of the East 89 feet of the South 103.5 feet of said  
Block for ingress and egress to and from above described property.  
Also easement over, through and under the North 46.5 feet of the South 150 feet of  
said Block for construction, repair and maintenance of sewer connection with the City  
sewer main located through the North and South center of said 46.5 feet.

Subject to Driveway easements over the East 7.25 feet and the West 7.25 feet of the  
first above described property for ingress and egress to and from the properties East  
of and West of and adjoining.

Subject to easements over the North part of the first above described property for  
construction, repair and maintenance of sewer connections serving the properties East  
and West of and adjoining said property.

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

The interest hereby conveyed is subordinate to a First Mortgage Loan  
hereinafter referred to as "prior instrument" given by Lawrence R. Wagner and Martha Lou Wagner, his wife  
to CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION dated August 20, 1947  
securing an indebtedness in the original principal sum of \$500.00 and recorded or filed in Book 92 Page 636 of the  
Register of Deeds Office in Douglas County, Kansas. (Book and page or other  
recording reference)

on 19 Hazard insurance of such types and amounts as the holder of the indebtedness secured hereby may from  
time to time require, shall be continuously maintained on the improvements now or hereafter on the aforesaid premises. To the extent required by  
the prior instrument and while the indebtedness secured thereby remains unpaid, deposits for ground rents, taxes, assessments, and insurance may be  
made with the party secured thereby; also all insurance policies may be held by such party and loss payable clauses may reflect  
the prior interest of such party. Although the holder of the indebtedness hereby secured waives duplication of action taken to  
satisfy requirements of the prior instrument, there shall be furnished to said holder, upon request, satisfactory evidence that  
all requirements of the prior instrument have in fact been fulfilled. A default in any covenant or agreement in the prior  
instrument shall constitute a default herein. The holder of the indebtedness secured hereby may perform any such defaulted  
covenant or agreement to such extent as said holder may determine, with resultant right of subrogation. Upon any such  
default or any other default herein, said holder may declare the indebtedness hereby secured at once due and payable, may fore-  
close immediately, and may exercise any other rights hereunder or take any other proper action as by law provided. Insofar  
as the provisions of this paragraph are inconsistent with any other provision of this instrument, this paragraph shall control.

INITIALED BY  
BORROWER(S) FOR  
IDENTIFICATION  
*LW*  
*MLW*  
18-2000-1 GPO

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and  
profits thereof (provided, however, that the Mortgagor 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 appliances, 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.

Mortgagor 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.