

## DOUGLAS COUNTY

## MORTGAGE

THIS INDENTURE, Made this 22nd day of July 1946 between Howard M. Burch and Angeline Burch, his wife 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 Eighteen Hundred 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:

Part of "Reserve" in Lane's First Addition to the City of Lawrence, Douglas County, Kansas, as 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 on 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 beginning.

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 an adjoining said property.

This is a second mortgage and subject to a first mortgage held by CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION WITH an unpaid balance as of June 1, in the amount of \$980.20

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 Eighteen Hundred 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 \$10.91 each, including both principal and interest. First payment of \$10.91 due on or before the 1st day of August, 1946, and a like sum on or before the 1st 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 remain 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 authorized 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, as it 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 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.

Howard M. Burch  
Angeline Burch

STATE OF KANSAS  
COUNTY OF SHAWNEE, SS:

Be it remembered, that on this 23 day of July, A. D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Howard M. Burch and Angeline Burch, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged 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) My commission expires Sept 8, 1949

J. Hugo Nelson Notary Public  
Register of Deeds

Recorded on August 5, 1946 at 9:55 A.M.

This release was written on the original mortgage

entered this 11 day of July, 1947

J. Hugo Nelson  
Reg. of Deeds  
Deputy

The debt secured by this mortgage has been paid in full, and the Register of Deeds is willing to release it from all liens and claims. J. Hugo Nelson, Register of Deeds, Topeka, Kansas, August 24, 1947.