

30685 BOOK 89

# MORTGAGE

Loan No. 7-1865

This Indenture, Made this 15th day of November 1946

between Robert Antone Blaker and Margaret Elizabeth Blaker, his wife

of Douglas 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 SEVEN HUNDRED AND NO/100 DOLLARS

made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and convey 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:

Lot 70 on Ohio Street in Fairground's Addition to the City of Lawrence, Douglas County, Kansas.

This is a second mortgage subject to a first mortgage dated November 15, 1944, held by CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, in the amount of \$5800.00.

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

Together with all fixtures, fittings and plumbing conveniences and fixtures, including boilers and furnaces, central heating, water supply and sewerage, and all other fixtures, and on or in connection with said property, whether the same are now located on said premises or hereafter located thereon.

TO HAVE AND TO HOLD THE SAME WITH all and singular the covenants, conditions and appurtenances therewith, unto the said second party, its successors, assigns, and lawful assigns for ever.

RESERVED ALWAYS And the mortgage is conveyed and delivered to secure the payment of the sum of SEVEN HUNDRED AND NO/100 DOLLARS

with interest thereon, advanced by said Capitol Federal Savings and Loan Association, and such charges as may hereafter be made and paid by said first 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 \$15.70 each, including both principal and interest. First payment of \$15.70 due on or before the 15th day of January 1947, and a like sum on or before the 15th 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 herein that this mortgage shall not secure any other indebtedness made to said second party, or any other indebtedness made to any other party, and that the indebtedness secured hereby shall be limited to the sum of SEVEN HUNDRED AND NO/100 DOLLARS and interest thereon, and such charges as may hereafter be made and paid by said first party under the terms and conditions of the note secured hereby, and that the principal and interest on said note shall be paid in full, with interest, and upon the maturity of the present indebtedness for the same note and that on any such maturity hereafter of the same note and for the same specified amount be considered satisfied and discharged and be collectible out of the proceeds of sale through foreclosure or otherwise.

The first parties agree to keep and maintain the buildings here on and premises or which may be hereafter erected thereon in good condition at all times, and to insure same or provide a suitable substitute. First parties also agree to pay all taxes, assessments and insurance premiums as provided by statute.

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, recorded in the office of first parties to perfect or comply with the provisions in said note and in this mortgage contained, and the same are hereby assumed by the mortgagor.

First parties hereby agree to second party the name 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 profits and apply the same on the payment of mortgage payments, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or other charges or expenses provided for in this mortgage or in the note hereby recited. This shall not prevent second party from continuing to have and use the whole or any part of said premises in full payment. It is also agreed that the taking of possession hereunder shall in no manner prevent or curtail second party in the collection of said rents by foreclosure or otherwise.

The failure of second party to assert any of its rights 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.

It is further agreed that when it shall be paid in second party the entire amount due it hereunder and under the terms and provisions of said note and hereby authorize second party or its agent, at its option upon default, in accordance with the terms and provisions hereinbefore set forth, to take charge of said property and collect all rents and profits and apply the same on the payment of mortgage payments, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or other charges or expenses provided for in this mortgage or in the note hereby recited. This shall not prevent second party from continuing to have and use the whole or any part of said premises in full payment. It is also agreed that the taking of possession hereunder shall in no manner prevent or curtail second party in the collection of said rents by foreclosure or otherwise.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties herein.

IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written.

*Robert Antone Blaker*  
*Margaret Elizabeth Blaker*

Any document recorded hereon, and hereunder in the office of the Register of Deeds, and the original hereof, shall be recorded by Title II of the Government's Regulations, Act of 1944, as amended, and the regulations promulgated thereunder.

This mortgage was written on the original mortgage entered this 15th day of November 1946

Harold A. Hook  
Reg. of Deeds  
*Harold A. Hook*  
Deputy

SATISFACTION The debt secured by his mortgage has been paid in full, and the Register of Deeds is authorized to release it of record. CAPITOL FEDERAL SAVING AND LOAN ASSOCIATION by B. J. Wendt Vice-President (Corp. Seal) Topeka, Kansas November 14, 1949