

DOUGLAS COUNTY

interest due thereon; and second, the balance, if any, upon the principle remaining unpaid, in such a manner however as not to abate or reduce the semi-annual payments but to sooner retire and discharge the loan; or said mortgagee may, at his option, turn over and deliver to the then owner of said lands, either in whole or in part any or all such sums, without prejudice to his rights to take and retain any future sum or sums, and without prejudice to any of his other rights under this mortgage. The transfer and conveyance hereunder to the mortgagee of said rents, royalties, bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance shall become inoperative and of no further force and effect.

In the event of foreclosure of this mortgage, mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issued and profits thereof; and the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagor defaults with respect to any covenant or condition hereof, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable, and with the exception of the interest portion thereof, shall bear interest at the rate of five per cent per annum and this mortgage shall become subject to foreclosure; Provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs executors, administrators, successors and assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

J. A. Wingert
Elsie Wingert

STATE OF KANSAS
COUNTY OF DOUGLAS SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of October 1946, personally appeared J. A. WINGERT and ELSIE WINGERT, also known as ELSIE E. WINGERT, his wife, to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Lena W. Altenbernd
Notary Public

(SEAL) My commission expires April 21, 1948

Recorded November 1, 1946 at 11:05 A.M.

Handwritten signature

Register of Deeds.

Receiving No. 30390

Reg. No. 5292
Fee Paid \$14.50

MORTGAGE

This Indenture, Made this 28th day of October, 1946, by and between Edward W. Boehle and Eva M. Boehle, his wife of Lawrence, Kansas, Mortgagor, and CAPITAL 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 - - Fifty-eight Hundred and no/100 - - Dollars (\$5800.00), 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 real estate, situated in the county of Douglas, State of Kansas, to wit:

Lot 65 on Ohio Street in Fairground's Addition to the City of Lawrence, Douglas County, Kansas.

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

To Have and To Hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rent, issued and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of - - Fifty-eight Hundred and no/100 - - Dollars (\$5800.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of - - Four - - per centum (4%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of CAPITAL FEDERAL SAVINGS AND LOAN ASSOCIATION in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of - - Thirty and 62/100 - - Dollars (\$30.62), commencing on the first day of December, 1946, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1971.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.
 Capital Federal Savings and Loan Association
 By Ray J. Culbertson, First Vice President
 Dated: Lawrence, Kansas, April 2, 1962

This release
 was written
 on the original
 mortgage
 entered
 the _____ day
 of _____ 19____