

MORTGAGE RECORD 89

471

PROVIDED ALWAYS, And this instrument is executed 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 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 \$3.70 each including both principal and interest. First payment of \$3.70 due on or before the 1st day of December, 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 conditions 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 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.

Robert C. McHarg
Phyllis J. McHarg

Any statement contained herein notwithstanding the terms of this mortgage and note secured thereby are to be controlled by Title III of the serviceman's Readjustment Act of 1944, as amended and the regulations promulgated thereunder
STATE OF KANSAS
COUNTY OF Shawnee ss.

BE IT REMEMBERED, that on this 31 day of Oct., A.D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert C. McHarg and Phyllis J. McHarg, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such person 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.

J. Hugo Nelson
Notary Public

(SEAL) My commission expires: Sept. 8, 1949

Recorded November 18, 1946 at 9:11 A.M.

Register of Deeds.

Receiving No. 30545

MORTGAGE

Reg. No. 5315
Fee Paid \$14.50

THIS INDENTURE, Made this 28th day of October, 1946, by and between Sam Eugene Raines and Catherine Raines, 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 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 77 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 rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, scree 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.

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.
(CORP SEAL)
Satisfaction
By Ray L. Guberskau, 1st Vice President
Lawrence, Kansas, January 22, 1963

Was written on the original mortgage
the 23rd day of January 1963
Handwritten
Reg. of Deeds