

VA Form 6-4214 (Home Loan)
Amended 12-1-54 - For Regional
Regulations & Readjustment Act
ON 1-1-55 (44) (a) Accept-
able to RMC Mortgage Co.

35256 BOOK 94

V-2269
KANSAS

SECURITY MORTGAGE

THIS INSTRUMENT, Made this 15th day of April, 1948, by and between
Ray Frank Walburg and Muriel M. Walburg, his wife
of Lawrence, Kansas, Mortgagee, and:

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing
under the laws of The United States, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of ----- Eighteen
Hundred and no/100 ----- Dollars (\$ 1800.00 -----); 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:

The North 62 1/2 feet of Lot 4, in Block 17 in Babcock's Enlarged Addition;
an Addition to the City of Lawrence, Douglas County, Kansas.

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

Ray Frank Walburg and Muriel
M. Walburg, his wife
The interest hereby conveyed is subordinate to a First Mortgage Loan
hereinafter referred to as "Prior Instrument" given by Pat P. Gough and Eva Gough, his wife, to be assumed by
to CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION dated October 8th, 1947.
amounting to indebtedness in the original principal sum of \$ 7100.00, and recorded or filed Book 93 Page 90 in the
Office of the Registrar of Deeds in Douglas County, Kansas.
on October 13, 1947. 15-47. 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 rent, 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 clause 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 sufficient 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 he law provided. Inasmuch
as the provisions of this paragraph are inconsistent with any other provisions of this instrument, this paragraph shall control.

INITIALED BY
BORROWER(S) FOR
IDENTIFICATION
R.F.W.
M.M.W.

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

Mortgagee 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.