

## MORTGAGE

Loss No. R-1-1168

Douglas, in the County of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part;

made to them by said 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:

Lots 2 and 3, in Oread Heights, a subdivision of the South 250 feet of Block No. 3, in Oread Addition, an Addition to the City of Lawrence, Douglas County, Kansas.

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

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 therunto 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 Six Thousand and no/100

with interest thereon, advanced by said Capital Federal Savings and Loan Association, and such charges as may become due on account of the above indebtedness, shall be paid by the 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 \$ 66.62 each, including both principal and interest. First payment of \$ 66.62 due on or before the 10th day of August, 1948, and a like sum on or before the 10th day of each month thereafter, until such 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 party by any of them, by second party, and any and all indebtedness in relation to the amount above stated which the first party 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 date of any such payment shall be the date of the maturity of the entire indebtedness. Any cause for acceleration of the maturity of the indebtedness shall be collectible in any of the branches of any bank through which the same may be payable.

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 the 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 therefrom and to use the same for the payment of the interest and principal of the note, and to use the same for the payment of the taxes and insurance premiums, repairs or improvements necessary to keep said property in salable condition, or for other charges or expenses provided for in this mortgage. If the balance of the note is not paid by the maturity date of the note, the assignment of rents shall continue in force until the unpaid balance of said note is fully paid. If it is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of and 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 created, 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 interest in said premises, and to receive the principal sum of said note with interest thereon at the rate of 10% per annum. Appraisement and all benefits of homestead and exemption laws shall nevertheless be available.

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.

Mabel Patterson

STATE OF KANSAS  
COUNTY OF Douglas

BE IT REMEMBERED, that on this 17<sup>th</sup> day of June, A.D. 1948 before me, the undersigned,

Notary Public in and for the County and State aforesaid, came  
M.C. Hazel Patterson, a single woman

I, W. J. [illegible], do hereby certify that 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.

**COURT (SEAL)**

**My computerized calendar**

Mar 6, 1948

Clifton C. Calver  
Notary Public

Harold A. Beck Register of Deeds.