

43790 BOOK 100

MORTGAGE

Loan No. R-2777

This Indenture, Made this 25th day of May, 1951
between Everett W. Lothrop, Jr. and Rita M. Lothrop, his wife,
of Douglas County

of Lawrence, Kansas, 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
----- Ten Thousand and no/100 ----- DOLLARS

made to them by second 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:

The East one-half of the following: Beginning at a point 396.03 feet South of
the Northwest corner of the East 50 acres of the North one-half of the Southwest
Quarter of Section 36, Township 12, South, Range 19 East of the Sixth P.M., said
point being on the North line of Cambridge Place; thence East along the North line
of Cambridge Place 200 feet; thence North 130 feet; thence West 200 feet; thence
South 130 feet to the place of beginning, (sometimes known as the East one-half of
Lot 9 of Fraternity Quadrangle), in West Hills, an Addition to the City of Lawrence,
in Douglas County, Kansas.

Together with all heating, lighting, and plumbing equipment and fixtures, including screens and curtains, awnings, storm win-
dows and doors, and window shades or blinds, sold on or in connection with said property, whether the same are now located on said
property or heretofore placed thereon.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereto belong-
ing, 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

----- Ten Thousand 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 \$66.00 each, including both principal and interest. First payment of \$66.00

due on or before the 20th day of September, 1951, and a like sum on or before the 20th day of each

month thereafter, until total amount of indebtedness to the Association has been paid in full. Except that if not, sooner

paid the final payment of principal and interest shall be due and payable on the 20th day of

May, 1971. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances 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 re-

main in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts

due hereunder, including future advances, are paid in full, with interest; and upon the maturity 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 cause 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 con-

dition 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

fees, 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 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.

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 any, 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 enforce 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.

Everett W. Lothrop, Jr.
Rita M. Lothrop

STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 29 day of May, A.D. 1951, before me, the undersigned, a

Notary Public in and for the County and State aforesaid, came Everett W. Lothrop, Jr. and Rita M.

Lothrop, his wife, who are personally

known to me to be the same persons as who executed the within instrument of writing, and each person duly acknowl-

edged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



C. C. Phelps
Notary Public

My commission expires November 6, 1952

Recorded May 31, 1951 at 11:50 A. M.

Wardell B. Beck

Register of Deeds

This document is a mortgage and is not to be recorded in the public records of the State of Kansas. It is to be recorded in the mortgage records of the County of Douglas, Kansas. The recording of this document is required by the laws of the State of Kansas. The recording of this document is required by the laws of the State of Kansas. The recording of this document is required by the laws of the State of Kansas.