

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

Together with all heating, lighting, and plumbing equipment and fixtures, including stoves and burners, screens, swings, 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 thereto 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

Seven Thousand - - - - - DOLLARS

with interest thereon, advanced by said Capital 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 \$16.20

each, including both principal and interest. First payment of \$16.20

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

month thereafter, until all amount of principal and interest shall have been paid, EXCEPT THAT AS OF OCTOBER, 1951, THE DAY OF PAYMENT OF PRINCIPAL AND INTEREST SHALL BE DEFERRED UNTIL OCTOBER, 1951.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first party, or any of them, by second party, and any and all indebtedness in addition to the amounts 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 full force and effect so long as the parties hereto, or any of them, personal representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, will be liable for the payment of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same special causes, be considered matured and draw ten per cent interest and be collectible on the proceeds of a 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 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 attorney's 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 restrain 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 cease 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 of this mortgage, and all sums so paid shall not be included in this mortgage contained, then this mortgage shall be void; otherwise to remain in full force and effect, and second party shall be entitled to share in the net value of all real property owned by first party in option, whether 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. Appraisement 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.

O. F. Stinson
Dolores V. Stinson
Norman V. Weibel
Velma Weibel

STATE OF KANSAS
COUNTY OF Douglas

BEGAT REMEMBERED, that on this 21st day of July A. D. 1951, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came O. F. Stinson and Dolores V. Stinson,

his wife and Norman V. Weibel and Velma Weibel, his wife, who are personally known to me to be the same person(s) who executed the within instrument of writing, and such person(s) duly acknowledged the execution of the same.

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



Orton C. Collier
Notary Public

My Commission expires November 6, 1952

Recorded August 11, 1951 at 9:45 A. M.

Narelle Beck Register of Deeds

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it from record.
Copy, Seal released
was written on the original
mortgage
this 23rd day of January 1952
by S. J. Wendt Vice President

Capital Federal Savings and Loan Association
Topeka, Kansas January 21, 1952
Narelle Beck
Barbara Seiler
Deputy