

MORTGAGE

44760 BOOK 100

Loan No. R-1-1558

This Indenture, Made this 11th day of September, 1951, between O. F. Stinson and Dolores V. Stinson, his wife

of Douglas County, 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 Fifteen 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:

Beginning at a point 1457 feet West and 169 feet North of the Southeast corner of the North Half of the Southwest Quarter of Section No. 36 in Township No. 12, Range No. 18; thence West 141 feet; thence North 161 feet; thence East 141 feet; thence South 161 feet to the point of beginning, less the North 25 feet thereof to be used for street purposes; ALSO beginning at a point 1498 feet West and 173 feet North of the Southeast corner of the North Half of the Southwest Quarter of Section No. 36, Township No. 12, Range No. 19; thence North 132 feet; thence West 50 feet; thence South 132 feet; thence East 50 feet to the point of beginning, all in West Hills, now an addition to the City of Lawrence, in 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 stoves and bathtubs, screens, awnings, screen wire doors 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 THIS SAME, With all and singular the covenants, conditions and appurtenances thereto in anywise relating, 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 Fifteen 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 \$22.00 each, including both principal and interest. First payment of \$22.00

due on or before the 10th day of February, 1952, and a like sum on or before the 10th 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 10th day of September 1971.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made by first party, 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 maturity of the present indebtedness for any cause, the total debt on any such additional loan shall at the same time and for the same specified cause be considered matured and due as per said 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 condition at all times, and use said water or sewage a residence 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 said 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 piling of provisions hereunder shall in no manner prevent or retard second party in the collection of said note by foreclosure or otherwise.

The failure of second party to exercise 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 come to be paid to second party the entire amount due it hereunder and under the terms and provisions of said note, and hereby authorize second party, and any successors or assigns hereof, in accordance with the terms and provisions of said note, to retain 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 enforce its rights, and from the date of such default all homes of indebtedness hereunder shall draw interest at the rate of 10% per annum. Applicable laws 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

This record was written on the original mortgage the 9th day of September 1951.
Harold A. R...
By Marie Wilson