

# MORTGAGE

44760 BOOK 100

Loan No. R-1-1558

This Indenture, Made this 13th day of September, 1951  
between O. F. Stinson and Dolores V. Stinson, his wife

Douglas  
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.  
19; thence West 14 feet; thence North 161 feet; thence East 14 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 ranges, sinks, springs, water win-  
dows 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 covenants, conditions and appurtenances thereto in anywise  
belonging, to and in favor of said second party, its successors and assigns, 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 \$99.00 and, including both principal and interest. First payment of \$99.00

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 said 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 herein that this mortgage shall also secure any future advances made by first  
party, or any of them, 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  
owed, including future advances, are paid in full, with interest, and upon the maturity of the present indebtedness for  
any cause, the said debt on any such additional loans shall at the same time and for the same specified cause be considered matured  
and due 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 same 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 charges  
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  
this note, and hereby authorize second party or its agent, or 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, assessment, repairs or improvements necessary to keep  
said property in reasonable condition, or other charges or expenses 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 hinder second party in the collection of said rents by foreclosure or otherwise.

The failure of second party to secure any of its rights hereunder at any time shall not be construed as a waiver of its right to secure  
the same at a later time, and to enter 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 to hereunder and under the terms and provisions of said  
note hereby secured, including future advances, and any extensions or renewals thereof, in accordance with the terms and provisions  
herein, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void, otherwise  
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, defend 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 hereunder 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 release  
was written  
on the original  
mortgage  
dated  
the 9th day  
of August  
1951  
Harold A. A.  
Att. of Doc.  
By: Maria White  
Notary