

STATE OF Kansas }
Douglas COUNTY, } ss.
 DE IT REMEMBERED, that on this 10th day of October A. D. 1955
 before me, a notary public
 came Ray H. Clark, a single person
 to me personally known to be the same person who executed the foregoing instrument and duly
 acknowledged the execution of the same.
 IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and
 year last above written.
 My Commission Expires 19
 My Commission Expires Jan. 28, 1958
Irma A. Burger
 Irma A. Burger
 Notary Public

Recorded October 11, 1955, at 1:15 P.M.

RELEASE

I, the undersigned, owner of the within mortgage, do hereby release and discharge the same from all liens and claims, and authorize the recording of this release, which is 17 day of October, 1955.

Witness my hand and seal this 17th day of October, 1955.
 (Type Name)

Harold A. Beck

FHA Form No. 2120 m
 (Rev. January 1952)

MORTGAGE

57736 Book 110

THIS INDENTURE, Made this 6th day of October, 1955, by and between
Theodore H. Eubanks and Ethel E. Eubanks, his wife
 of Lawrence, Kansas Mortgagee, and
Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION
 under the laws of the United States

a corporation organized and existing
 Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of 100 - 00 - 00 Dollars (\$ 100.00), the receipt of which
 is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors
 and assigns, forever, the following-described real estate, situated in the County of
 State of Kansas, to wit:

Lot No. Nineteen (19), in Block No. Three (3),
 of the Replat and Subdivision of Blocks Three and
Four in Southwest Quarter, an Addition to the
 City of Lawrence, Douglas County, Kansas

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

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor in, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.