

NOW, If said part 1st of the first part shall pay or cause to be paid to said part 1st of the second part, their heirs or assigns, said sum of money in the above described note..... mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part 1st of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands, the day and year first above written.

Thomas Howard Carver
Lillian Thelma Carver

STATE OF KANSAS, Shawnee COUNTY, ss.
BE IT REMEMBERED, That on this 19 day of Sept. A. D. 1958 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Howard Carver and Lillian Thelma Carver who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.
Term expires Sept. 19, 1959 19 *James M. Beck* Notary Public

ASSIGNMENT

recorded September 24, 1958 at 2:15 P.M.

Shawnee

Harold A. Beck

Register of Deeds

May 8, 1967

That the within was signed by Robert Carver & Lillian T. Carver the within named mortgagors, the sum of \$11,000.00 to the satisfaction of the within mortgage.

Fred L. Burgess Jr.
For the Burgess

Reg. No. 14,424

Fee Paid \$27.50

MORTGAGE—Savings and Loan Form

MORTGAGE

67159

BOOK 119

LOAN NO.

This Indenture, Made this 24th day of September A. D. 1958

by and between Edmund F. Mechavich and Betty J. Mechavich, husband and wife, of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Eleven Thousand and No/100 (\$11,000.00) DOLLARS, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Beginning at a point 610.5 feet North of the center of Section Twenty-Five (25), Township Twelve (12), Range Nineteen (19), thence West 354.74 feet for a point of beginning, thence North 149.1 feet, thence East 165 feet, thence South 149.1 feet, thence West 165 feet to point of beginning, in Douglas County, Kansas.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building 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 a part of the plumbing therein, or for any 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 free hold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.