

STATE OF KANSAS }
Douglas County } SS

BE IT REMEMBERED, That, on this 30th day of September A.D. 1957, before me, the undersigned, a NOTARY PUBLIC in and for said County and State, came Donald Lee Rush and Catherine Jane Rush, his wife, to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year last above written.

A. U. Evans
Notary Public

My Commission expires October 7, 1960

Recorded on February 17, 1959 at 2:10 P.M.

RELEASE.

Harold A. Beck Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 29 day of August 1960.

Eugene W. Haley
Arthur S. Peck
Charles J. Brown

Reg. No. 14,841
Fees Paid \$2.50

This release
was written
on the original
mortgage entered
this 29th day
of August
1960

Harold A. Beck
Reg. of Deeds
By *James E. Brown*
Deputy

Attest: Guy Kidwell
Guy Kidwell

MORTGAGE—Savings and Loan Form

68662 BOOK 121

MORTGAGE

LOAN NO.

This Indenture, Made this 19th day of February A.D. 1959

by and between Donald Edgar Lamb and Rosemary Wilhelmine Lamb, 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 One Thousand and No/100 (\$1,000.00) 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:

Lot Number Four (4), in Block Number Two Hundred Seventeen (217), in the City of Eudora.

(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, mechanical stoves, 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.

PROVIDED ALWAYS and this instrument is executed and delivered to secure the payment of the sum of One Thousand and No/100 (\$1,000.00) DOLLARS, with interest thereon and such charges and advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date here-with, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor, or any of them, by the mortgagee, and any and all indebtedness in addition to the amount above stated which the said mortgagor, or any of them may owe to the mortgagee, 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 secured hereunder, including future advances, are paid in full with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

Mortgagor agrees 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.