

STATE OF Kansas COUNTY, Douglas SS.

BE IT REMEMBERED, That on this 27th day of August A. D. 1959

before me, a Notary Public in the aforesaid County and State,

Robert H. Zimmerman and Barbara Jean Zimmerman
husband and wife; and H. Lee Zimmerman and Kathleen
Zimmerman, husband and wife

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 April 21 1962

L. E. Eby
 Notary Public

Recorded August 27, 1959 at 1:10 P.M.

RELEASE

The undersigned, owner of the within mortgage, hereby acknowledges the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record.

Dated this 22nd day of March 1961.

THE LAWRENCE BUILDING AND LOAN ASSOCIATION
 Mortgagee.

by W. E. Decker Vice-President

ATTEST: L. E. Eby Secretary
 (Corp. Seal)

Register of Deeds

Reg. No. 15,415

Fee Paid \$12.50

This release
 was written
 on the original
 mortgage
 dated
 this 22nd day
 of March
 1961

Harold G. Beck
 Reg. of Deeds

By James E. Beck
 County

71002 BOOK 123
MORTGAGE

Loan No. PM-1-50446LB

This Indenture, Made this 26th day of August 1959
 between Thurston R. Forgan, Jr. and Billie K. Forgan, his wife

Douglas
 of Douglas County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSO-
 CIATION of Topeka, Kansas, of the second part;

WITNESSETH: That said first parties, in consideration of the loan of the sum of Thirteen 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:

Lot Eight (8), in Block Three (3), in Park Hill Addition, an Addition to
 the City of Lawrence, 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 stokers and burners, water heaters, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereto 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 Thirteen 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 as follows:

In monthly installments of \$85.28 each, including both principal and interest. First payment of \$85.28
 due on or before the 10th day of October 1959, 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.

It is agreed that the mortgagee, may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the mortgagee of such amounts as are advanced by the mortgagee. In the event of failure by the mortgagee to repay said amounts to the mortgagee, such failure shall be considered a default, and all provisions of the mortgage and the note secured thereby with regard to default shall be applicable.