

STATE OF Kansas }
Douglas COUNTY, } ss.
 BE IT REMEMBERED, That on this 11th day of September A.D. 1959
 before me, Norman D. White, a Notary Public in and
 for said County and State, came Wayne Morris Rich and
Mary Jo Rich
 to me personally known to be the same person who executed the foregoing instrument of writing,
 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 January 30 1961
Norman D. White Notary Public

This release
 was written
 on the original
 mortgage
 entered
 this 31st day
 of March
 1960

Recorded on September 16, 1959 at 10:10 A.M.

Harold C. Beck

Register of Deeds

Harold C. Beck
 Reg. of Deeds

Ray Jones
 Deputy

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment
 of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of
 this mortgage of record. Dated this 31st day of March 1960

(Corp. Seal)

ATTEST: J. Underwood,
 Vice President

The Lawrence National Bank, Lawrence, Kansas
 John P. Peters, Cashier Mortgages, Owner.

Reg. No. 15,476
 Fee Paid \$17.50

FD-14 Form No. 919-4-34
 (For use under Section 5)
 (Effective January 1955)

71243 BOOK 123

MORTGAGE

THIS INDENTURE, Made this 10th day of September, 19 59, by and between
Herbert E. Garrett and Martha E. Garrett, his wife
of Lawrence, Kansas, Mortgagee, and
CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION
under the laws of the United States, a corporation organized and existing
Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Seven Thousand and
No/100 ----- Dollars (\$7000.00), 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 Douglas
 State of Kansas, to wit:

Lot Twenty-Three (23) in Block Sixteen (16), in Lane Place Addition, in
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, heredita-
 ments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all appa-
 ratus, 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 form-
 ing a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest
 of the Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee 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 war-
 rant and defend the title thereto forever against the claims and demands of all persons whomsoever.