Reg. No. 15,546

Fee Paid $25.00

71501 **MORTGAGE**

BOOK 123

THIS INDENTURE, Made this 9th day of October 1959 between Glenn L. Kappelman and Elizabeth L. Kappelman, husband and wife

of Lawrence in the County of Douglas and State of Kansas part ies of the first part, and THE LAWRENCE BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, party of the Second Part.

WITNESSETH, that the said part ies of the first part, in consideration of the loan of the sum of Ten thousand and no/100-- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, its successors and assigns, the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot Twenty-Four (24) in Learnard's Subdivision of Block No. Five (5) of South Lawrence, an Addition to the City of Lawrence.

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are 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 thereunto belonging, or in anywise appertaining, forever.

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured for loss from fire and extended coverage in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

This grant is intended as a mortgage to secure the payment of the sum of Ten thousand and no/100---------- DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the 9th day of October 1959, and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation, also to secure all future advances for any purpose made to part ies of the first part by the party of the second part, whether evidenced by note, book account or otherwise, up to the original amount of this mortgage, with all interest accruing on such future advances according to the terms of the obligation thereof, and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies the first part shall fail to pay the same as provided in the indenture.

Part ies of the first part hereby assign to party of the second part the rents and income arising at any and all times from the property mortgaged to secure said written obligation, also all future advances hereunder, [illegible]

The failure of the second part to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said obligation and in this mortgage contained.

If said part ies of the first part shall cause to be paid to party of the second part, the entire amount due it hereunder and under the terms and provisions of said note hereby secured, and under the terms and provisions of any obligation hereafter incurred by part ies of the first part for future advances, made to them by party of the second part whether evidenced by note, book account or otherwise, up to the original amount of this mortgage, and any extensions or renewals hereof and shall comply with all of the provisions in said note and in this mortgage contained, and the provisions of future obligations hereby secured, then this conveyance shall be void.

If default be made in payment of such obligations or any part thereof or any obligations created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, [illegible] sale, on demand, to the party of the first part. Part ies of the first part shall pay party of the second part any deficiency resulting from such sale.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part ies of the first part ha ve hereunto set their hand and seal the day and year last above written.

Glenn L. Kappelman (SEAL) Elizabeth L. Kappelman (SEAL)

Glenn L. Kappelman (SEAL) Elizabeth L. Kappelman (SEAL)

STATE OF Kansas
Douglas COUNTY, } ss.

BE IT REMEMBERED, That on this 9th day of October A. D. 1959 before me, a Notary Public in the aforesaid County and State, came Glenn L. Kappelman and Elizabeth L. Kappelman, husband and wife to me personally known to be the same person s 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.

L. E. EBY NOTARY PUBLIC

My Commission Expires April 21 1962

L. E. Eby
L. E. Eby, Notary Public

The amount written on the original mortgage entered this 4 day of February 1963
Harold A. Beck
Reg. of Deeds
By

Recorded October 9, 1959 at 4:25 P.M. Harold A. Beck Register of Deeds
By: Janice Beem, Deputy

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 23rd day of January 1963

THE LAWRENCE BUILDING AND LOAN ASSOCIATION
Mortgagee.

ATTEST: Imogene Howard
Ass't. Secretary

by H. C. Brinkman, President

(Corp Seal)

[redacted]