

STATE OF KANSAS,

COUNTY OF Douglas

BE IT REMEMBERED, that on this 18th day of August, A. D. 1961, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Mathias P. Merter and Sharon Ann Merter, his wife

who are personally known to me to be the same persons who executed the within mortgage, and such persons duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Notary Public
(Seal)

Hattie M. Fletcher
Notary Public

My Comm. Expires May 25, 1965

This release was written on the original mortgage.

File 17th day of October 1969.

Janice Baern
Reg. of Deeds

Recorded August 22, 1961 at 10:35 AM.

Harold A. Beck Register of Deeds

SATISFACTION AND RELEASE

The debts secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release the same of record forthwith. Dated at Topeka, Kansas, this 13th day of October, 1969.

Reg. No. 17,012, Fee Paid \$21.00

(Corp. Seal)

American Savings Assoc. of Topeka Association
By W. J. Light, Vice President
President, Vice President, Secretary, Cashier or Treasurer

FHA Form No. 912a-2
(With Service Charge)
(Effective September 1963)

77986 Book 129

MORTGAGE

THIS INDENTURE, Made this 17th day of August, 1961, by and between

Lee Feist and Dorothy Lee Feist, 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 under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Eight Thousand Four Hundred Fifty and No/100 - - - - - Dollars (\$8450.00), 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:

The North 50 feet of Lot 1 on Pinckney (now Sixth) Street and the East 34 feet of the North 50 feet of Lot 3 on Pinckney (now Sixth) Street, 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, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, 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 forming 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 warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.