

STATE OF KANSAS  
Douglas County, ss.

Be It Remembered, That on this 10th day of September A. D. 1962 before me, the undersigned, a Notary Public in and for said County and State, came William Owen Mitchell and Maude Mitchell, Husband and Wife to me personally known to be the same person 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 my official seal on the day and year last above written.

My Commission expires August 10 1965

Chester C. Jones, Notary Public

Recorded September 10, 1962 at 4:50 P.M.

RELEASE

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 8th day of July 1966.

Douglas County State Bank

By G. M. Clem, Exec. Vice Pres.

ATTEST: Harold Scheve,  
Vice President  
(Corp Seal)

Harold G. Beck Register of Deeds

This release was written on the original mortgage entered this 11th day of July 1966

Janice Beam  
Reg. of Deeds  
By: Sue Neustifter  
Deputy

Reg. No. 18,119

Fee Paid \$37.50

MORTGAGE—Savings and Loan Form

81789 BOOK 132

MORTGAGE

LOAN NO. 0410456

This Indenture, Made this 11th day of September A. D. 1962 by and between Donald R. Gilmer and Lucy Ellen Gilmer, Husband and wife of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fifteen Thousand and no/100 (\$15,000.00) 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:

Tract beginning at a point 116 feet South of the Northeast corner of the Southeast Quarter (SE2) of Section Thirty-four (34), Township Twelve (12) South, Range Fifteen (15) East of the 6th E., thence East 297 feet, thence South 116 feet, thence East 297 feet, thence North 116 feet to the point of beginning, containing One (1) Acre, more or less

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 stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, storm doors, storm windows, 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 freehold 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 Fifteen Thousand and no/100 (\$15,000.00) 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 herewith, 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 in addition to the original indebtedness, any future advances made to said mortgagor, or any of them or their successors in title, 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 present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

For Release See Book 279 Page 378