

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Carl Odie Kirk [SEAL]
Carl Odie Kirk

Dorothy M. Kirk [SEAL]
Dorothy M. Kirk

[SEAL]

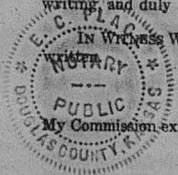
[SEAL]

STATE OF KANSAS,
COUNTY OF Douglas

ss:

BE IT REMEMBERED, that on this 29th day of NOVEMBER, 1962, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carl Odie Kirk and Dorothy M. Kirk, his wife to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above



My Commission expires

June 18, 1963

E. C. Place
E. C. Place Notary Public.

Recorded November 30, 1962 at 1:40 P.M.

Harold A. Beck Register of Deeds

Reg. No. 18,281
Fee Paid \$27.50

82670 BOOK 132

MORTGAGE

Loan No. 50763-33-0-LB

This Indenture, Made this 29th day of November, 1962, between Earl S. Elliott and Virginia S. Elliott, his wife

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

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

The South 66.5 feet of the North 133 feet of Lot 7, said footage to be measured on the West line of said lot, in Block 10 in Hillcrest Addition, an Addition to the City of Lawrence, Douglas County, Kansas.

(It is understood and agreed that this is a purchase money mortgage.)