

229  
ATTEST:  
State of Kansas, Shawnee County, ss.  
BE IT REMEMBERED, That on this 22nd day of January, A. D. 1963, before me,  
the undersigned, a Notary Public in and for the County and State aforesaid,

has this day executed and delivered its certain promissory note in writing to said party of the  
second part, of which the following is a copy:

\$2,202.02

PROMISSORY NOTE  
SECURED BY SECOND MORTGAGE

Topeka, Kansas  
January 22, 1963

In consideration of the release of the mechanic's lien filed July 29, 1961, in the office of the Clerk of the District Court of Douglas County, Kansas, in the amount of \$2,202.02, Lawrence Apartments, Inc. promises to pay to the order of Norris Bros., Incorporated the sum of \$2,202.02, plus interest at the rate of 6% per annum on the unpaid balance, computed monthly, to be paid in monthly installments of \$36.50 per month, beginning February 1, 1963, and continuing on the first day of each month thereafter until said \$2,202.02 plus interest as aforesaid is paid in full. Interest shall begin as of this date. Said monthly installments shall be applied first to interest and then to principal, with privilege reserved of making larger payments at any installment date, and any amounts thus prepaid shall be applied directly to principal, canceling interest thereon. Payable at the office of the holder of this note, or its attorney.

IN WITNESS WHEREOF, Lawrence Apartments, Inc., has hereunto caused this promissory note to be signed on its behalf by its President, thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed on this 22nd day of January, 1963.

LAWRENCE APARTMENTS, INC.

By *Elwaine F. Pomeroy*  
Elwaine F. Pomeroy, President

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this mortgage to be signed ~~on its behalf by its President~~ on its behalf by its President, thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed on the day and year first above written.

LAWRENCE APARTMENTS, INC.

By *Elwaine F. Pomeroy*  
Elwaine F. Pomeroy, President

the undersigned, a notary public  
came Elwaine F. Pomeroy, President of Lawrence Apartments, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and as such officer who is personally known to me to be the same person who executed the within instrument of writing, on behalf of said corporation, to be the act and deed of said corporation.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Term expires March 22, 1965. Notary Public.

Recorded January 24, 1963 at 4:45 P. M.

*Handwritten Signature*  
Register of Deeds  
Reg. No. 18,388  
Fee Paid \$46.25

83164 BOOK 133

MORTGAGE

Loan No. 50778-33-9-1B

This Indenture, Made this 23rd day of January, 1963

between Roy E. Russell and Gretell Russell, his wife

Douglas  
of Shawnee 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 parties, in consideration of the loan of the sum of Eighteen Thousand Five Hundred and No/100

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:

Lot Twelve (12), in Block Six (6), in Park Hill Addition, an Addition to the City of Lawrence, Douglas County, Kansas.