Ne - y 5024 . 1 79 479
 STATE OF
 KANSAS
 DOUGLAS
 COUNTY, SS.

 BE IT REMEMBERED, That on this
 30th
 day of
 Augus t
 1967

 before me, the undersigned, a
 Notary Public
 in and for the County and State aforesaid.
came Robert CL. Elder , president of WESTERN HOME BUILDERS, INC. , a corporation duly organized, incorporated and existing under and by virtue of the laws of _____ Kansas Michael L. Jamison, and _____ Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be such officers, and who are personally known to me to be such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation. of said corporation. NOTESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial by and year that above written. Notary Public, Term Expires Efficient 1969 Recorded August 30, 1967 at 3:30 P.M. RELEASE <u>Janie Belm</u> Register of Deeds I, the undersigned, owner of the within mortgage, to hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter Dated this 23rd day of February 1968 Fee Paid \$40.50 10262 MORTGAGE Loan No. 51337-08-4 LB This Indenture, Made this 14th between Donald E. Racy and Caredyth Ann Racy, his wife, Douglas of BRANKY County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSO-CIATION of Topeka, Kansas, of the second part; Sixteen Thousand Two Hundred 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: Lot Nine (9), in Block Four (4), in Schwarz Acres, No. Two (2) an Addition to the City of Lawrence, in Douglas County, Kansas. (It is understood and agreed that this is a purchase money mortgage). 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 there-unto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same. PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Sixteen Thousand Two Hundred and No/100 ----- DOLLARS with interest thereon, advanced by said Capitol Federal Savings and Loan Association, and such charges as may become due to said second party under the terms and conditions of the note secured hereby, which note is by this reference made a part hereof, to be repaid as follows: In monthly installments of \$105 \$47 each, including both principal and interest. First payment of \$105.47 due on or before the 1st day of October ., 1967, and a like sum on or before the 1st day of each month thereafter until total amount of indebtedness to the Association has been paid in full. thereafter that the mortgages, may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and may apply for renewal of such mortgage guaranty the mortgagors of such amounts to the mortgage, such failure shall be considered a default, and all provisions of the mortgage and the note secured thereby with regard to default shall be applicable.