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STATE OF KANSAS DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 30th day of August 1967 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert L. Elder, president of WESTERN HOME BUILDERS, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Michael L. Jamison Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal and year last above written.

*[Signature]*  
Notary Public, Term expires April 10 1969

This release was written on the original mortgage entered this 29th day of May 1968  
*James Beem*  
 Reg. of Deeds  
 Deputy



ASSIGNMENT

Recorded August 31, 1967 at 3:15 P.M.

RELEASE *James Beem* Register of Deeds

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 24th day of May 1968

The First National Bank of Lawrence, Lawrence, Kansas  
 Warren Rhodes, President Mortgagee. Owner.

(Corp. Seal)

Reg. No. 2,292  
 Fee Paid \$56.25

BOOK 147 10286 MORTGAGE Loan No. 51338-08-7 LB

This Indenture, Made this 15th day of August 1967 between William R. Schmus and Edna J. Schmus, his wife

Douglas of 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 Twenty-two Thousand Five 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 Three (3), in Block Two (2), in Indian Hills, an Addition to the City of Lawrence, as shown by the recorded plat thereof, 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 thereunto 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 Twenty-two Thousand Five 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 \$146.48 each, including both principal and interest. First payment of \$146.48 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.

It is agreed that the mortgagee, 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 pay premiums due by reason thereof, and require repayment by the mortgagors of such amounts as are advanced by the mortgagee. In the event of failure by the mortgagors to repay said amounts to the mortgagee, 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.

Said note further provides: Upon transfer of title of the real estate, mortgaged to secure this note, the entire balance remaining due hereunder may at the option of the mortgagee, be declared due and payable at once.