

STATE OF KANSAS DOUGLAS COUNTY, SS.

BE IT REMEMBERED That on this 28th day of September 1967

before me, the undersigned, a Notary Public in and for the County and State aforesaid,

came Charles J. Brown, vicepresident of HOLMES, PECK AND BROWN, INC.,

a corporation duly organized, incorporated and existing under and

by virtue of the laws of Kansas, and Guy C. Kidwell

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 the day and year last above written.

*Doris R. Doane*  
Doris R. Doane  
Notary Public, Term expires Mar 29 1971

Recorded September 28, 1967 at 5:45 A.M.

This release  
is written  
on the original  
mortgage  
entered  
this 5th day  
of September  
1967.  
*James Beam*  
Reg. of Deeds

RELEASE

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 4th day of September 1969.

(Corp. Seal) THE FIRST NATIONAL BANK OF LAWRENCE LAWRENCE, KANSAS  
H. D. Flanders, Vice Pres. & Cashier Reg. No. 2,395  
Mortgagee, Owner. Fee Paid \$24.25

FHA Form No. 2126a  
(Rev. August 1962)

BOOK 148

10691

# MORTGAGE

THIS INDENTURE, Made this 26th day of September, 1967, by and between

James A. Koerner and Toni Jane Koerner, his wife

of Lawrence, Kansas, Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nine Thousand Seven Hundred and No/100-----Dollars (\$ 9,700.00 ), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot Two (2) in Block Four (4) in Sunset Hill Estate  
Subdivision, in the City of Lawrence, Douglas County,  
Kansas

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

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, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings 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 part of the plumbing therein, or for any other 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 the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.