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ACKNOWLEDGMENT No. 1

State of Kansas

Shawnee

County, ss.

BE IT REMEMBERED, That on this

14th

day of

February, A.D. Nineteen Hundred and

Sixty-eight

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

Willard C. Pennington and Luanna Pennington, his wife

who are personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written

Marilyn J. Brown

Notary Public.

Shawnee County, Kansas

My Commission Expires July 5, 1970

This release was written on the original mortgage entered this 7th day of August 1968

Recorded February 14, 1968 at 4:34 P.M.
RELEASE

James Beem

Register of Deeds

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby canceled, this 6th day of August, 1968.

(Corp. Seal) C. R. SCOTT MORTGAGE COMPANY, INC.
By Arnold W. Johnson, President

Reg. No. 2,720
Fee Paid \$26.50

James Beem
Reg. of Deeds
Deputy

FMA Form No. 3129a
(Rev. August 1965)

12140

MORTGAGE

BOOK 149

THIS INDENTURE, Made this 13th day of February, 1968, by and between

Bradley J. Kahler and Beth E. Kahler, 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 Ten Thousand Six Hundred and No/100-----Dollars (\$10,600.00), 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 Twenty-one (21), Block Three (3), in Edgewood Park Addition, an Addition to 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.