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This Partial Release is re-recorded for the purpose of correcting the legal description of Partial Release recorded in Book 149, Page 376.

in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED AND DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above-mentioned mortgage on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness my hand this 4th day of March, A.D. 1968

THE FIDELITY INVESTMENT COMPANY

(If executed by a corporation, the corporate seal should be impressed here.)

By Maurice A. Roberts, Vice President

ATT. REV. 6-55  
28992 IM 7 30

STATE OF KANSAS, SHAWNEE COUNTY, ss.  
BE IT REMEMBERED, That on this 4th day of March, A.D. 1968, before me, the undersigned, a Notary Public, State aforesaid, came Maurice A. Roberts, Vice Pres. of Fidelity Investment Company, who executed the foregoing release, and such person who is personally known to me to be the same person as the person named in the foregoing release, and such person duly acknowledged the execution of the same. as the act & 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 30, 1971.  
Notary Public, Elsie Renyer, Shawnee County, Kansas.  
STATE OF KANSAS, COUNTY, ss.  
BE IT REMEMBERED, That on this day of A.D. 19

Recorded March 11, 1968 at 2:58 P.M.

Janice Beem Register of Deeds

Reg. No. 2,778  
Fee Paid \$28.00

FHA Form No. 3129a  
(Rev. August 1962)

# 12436 MORTGAGE

BOOK 149

THIS INDENTURE, Made this 23rd day of February, 1968, by and between, Michael D. Freitas and Sandra L. Freitas, his wife and Warren D. Sower and Helen M. Sower, his wife of Lawrence, Kansas, Mortgagee, 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 Eleven Thousand Two Hundred Fifty and No/100-----Dollars (\$11,250.00), 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:

The South 45 feet of Lot Eighty-seven (87) on Tennessee Street, 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.