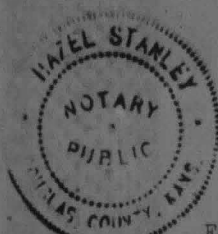


I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 1st day of May 1970. THE FIRST NATIONAL BANK OF LAWRENCE Lawrence, Kansas William B. Lienhard, Vice President Mortgagee. Owner. (Corp. Seal)

This release was written on the original mortgage entered this 1st day of May 1970
Yanick Beem
Reg. of Deeds

STATE OF Kansas
Douglas COUNTY



BE IT REMEMBERED, That on this 11th day of December A. D., 1969

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

came Harold H. Herren and Betty Herren his wife, and Allen H. Westerhouse and Elfrieda Westerhouse, his wife

to me personally known to be the same person, who executed the foregoing instrument and duly acknowledged the execution of the same.

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

My Commission Expires February 19 1973

Hazel Stanley
Hazel Stanley Notary Public

Recorded December 12, 1969 at 2:46 P.M.

Yanick Beem Register of Deeds

Reg. No. 4,389
Fee Paid \$57.50

Sam McCallister, Agent

The MORTGAGE & Trust Co.

Phone ST 2-0135

Olathe, Kansas

1969 BOOK 155
(42)

LANE PRINTING CO., KANSAS CITY, KANS.

THIS MORTGAGE, made this 1st day of December, 1969, by and between

Samuel Charles Boettge and Edith Lucille Boettge, husband and wife,

of the County of Wyandotte and State of Kansas, herein called the first part, and

THE GUARANTY STATE BANK OF KANSAS CITY, KANSAS, a corporation,

herein called second part, WITNESSETH:

WHEREAS, the first part, for and in consideration of the sum of Twenty Three Thousand and 00/100 DOLLARS to them in hand paid by the said second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said second part and to its heirs, successors and assigns forever, all of the following described tract, piece and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:

The South One-half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) and the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty One (31), Township Fourteen (14) Range Twenty One (21), Douglas County, Kansas, except part in roads.

TOGETHER with all and singular the tenements, easements, hereditaments and appurtenances thereunto belonging, and all estate, right, title, interest and claim either at law or in equity of the first part, in and to said described real estate and the buildings, structures, improvements and facilities erected and to be erected thereon, and all fixtures, machinery, equipment, implements and apparatus now or hereafter attached to or used in connection with the said described premises.

TO HAVE AND TO HOLD the same unto the said second part, and to its heirs, successors and assigns forever, provided always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said first part, has ve this day executed and delivered one certain promissory note in writing to the said second part, payable at its office in Kansas City, Kansas

a true copy of which is herein attached and made a part hereof as follows, to-wit:
Kansas City, Kansas, December 1, 1969

For Value Received We promise to pay THE GUARANTY STATE BANK or order the sum of Twenty Three Thousand and 00/100 DOLLARS, \$ 23,000.00

at its office in Kansas City, Kansas, in monthly installments, payable as follows, to-wit:
One Hundred Ninety and 00/100 Dollars { ~~including interest~~ } on the 10th day of January, 1970, and
One Hundred Ninety and 00/100 Dollars { ~~including interest~~ } on the 10th day of each succeeding month thereafter,

until the whole sum named is fully paid, with interest from this date at the rate of eight per cent per annum. The interest on each installment, and the interest on the unpaid balance of the principal sum is to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once, and bear interest at ten per cent per annum. Privilege is given to pay two or more installments at any payment time.

Samuel Charles Boettge

Edith Lucille Boettge

NOW, if the said first part, shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; or in the event of the actual or threatened waste, demolition or removal of any of the buildings, structures or improvements placed or erected on said premises without the consent of the second part, or in the event the first part shall commit or permit any act to be committed on or against the said property causing the same to be less valuable or causing the security therein provided to be diminished, or in case any complaint or petition in bankruptcy or other bankruptcy proceeding is filed by or against said first part, or in the event the first part makes an assignment for the benefit of creditors or is adjudged insolvent by any state or federal court of competent jurisdiction, or if condemnation proceeding under any power of eminent domain be instituted against the said described premises, then and in any such events the entire debt remaining secured by this indenture shall at the option of the second part, become at once due and payable; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this Mortgage.

This note is secured by mortgage on