

586  
11. The mortgagor further agrees that the obligation secured by this mortgage has been in part advanced by mortgagee relying upon the financial responsibility of mortgagor. In the event the real estate covered by this mortgage is conveyed by mortgagor to any person or corporation before the obligation secured by this mortgage has been paid, the mortgagee shall have the right at its option and for any reason it deems to be sufficient, to determine this to be an act of default under the terms of this mortgage, and to declare the whole amount of the remaining obligation secured by this mortgage immediately due and payable, and mortgagee may foreclose this mortgage in such event.

12. The mortgagor further agrees that in the event the real estate covered by this mortgage is conveyed to any person or corporation who assumes and agrees to pay the obligation secured by this mortgage and mortgagee does not elect to accelerate the balance of the remaining obligation secured by this mortgage as specified under paragraph 11 above, mortgagee may charge the assuming grantee a reasonable transfer fee to be determined by the mortgagee, which fee shall not, in any event, exceed one percent of the then current unpaid principal amount of the indebtedness. The failure to pay such transfer fee shall constitute a default of this mortgage and mortgagee may at its option declare the whole amount of the indebtedness secured by this mortgage immediately due and payable and foreclose this mortgage in such event.

13. IT IS AGREED THAT the sums received by Mortgagor as evidenced by said promissory note secured by this mortgage, were used by Mortgagor for the payment of all or a portion of the purchase price of the above described mortgaged premises, and that this mortgage is, therefore, a purchase money mortgage under the laws of the State of Kansas.

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this mortgage the day and year first above written.

*John C. Morse*  
John C. Morse

*Linda L. Morse*  
Linda L. Morse

Mortgagor

STATE OF KANSAS, }  
COUNTY OF ~~SHAWNEE~~ } ss.  
Douglas

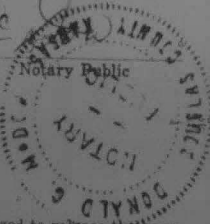
Be it Remembered that on the 22<sup>nd</sup> day of January, 1970  
before me, the undersigned, a Notary Public in and for the County and State aforesaid came  
John C. Morse and Linda L. Morse, his wife

who are personally known to me to be the same person s who executed the within mortgage and such person s duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

My commission expires:  
My Commission Expires March 29, 1971.

*Donald G. McDow*  
Donald G. McDow



#### SATISFACTION AND RELEASE

The debts secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release the same.  
Recorded January 23, 1970 at 4:21 P.M. *Janice Deen* Register of Deeds

Reg. No. 4,458  
Fee Paid \$11.25

## MORTGAGE

19953 BOOK 155

Loan No. 51603-03-9 LB

This Indenture, Made this 19th day of January, 1970  
between Kenneth E. Burk and A. Evelyn Burk, his wife

Douglas  
of Shawnee 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 Four 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:

The South Half of Lots Eighteen (18) and Twenty (20) on Pinckney Street, now Sixth Street, in the City of Lawrence, 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.