

STATE OF Kansas Douglas COUNTY, SS.

BE IT REMEMBERED, That on this 17th day of June 1970 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert L. Elder, president of Western Home Builders, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Michael L. Jamison, 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 Seal the day and year last above written.

Frankie Williams
 Frankie Williams
 Notary Public, Term expires October 24 1970

This release
 was written
 on the original
 mortgage
 entered
 on 28th day
 of October
 1970
Janice Beem
 Reg. of Deeds
John Dauter
 Deputy

Recorded June 17, 1970 at 3:05 P.M.

Janice Beem Register 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-27-day of October 1970.

(Corp. Seal)

The First National Bank of Lawrence, Lawrence, Kansas
 H. D. Flanders, Vice President Mortgagee. Owner.

Reg. No. 4,758

Fee Paid \$41.50

21396

BOOK 157

MORTGAGE

Loan No. 51650-08-9 LB

This Indenture, Made this 12th day of June 1970 between Mitzi D. Leibst, a single woman

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 Sixteen Thousand Six Hundred Fifty 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:

Lot Six (6), in Block Three (3), in University Field Addition, an Addition to 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.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Sixteen Thousand Six Hundred Fifty and NO/100----- DOLLARS

with interest thereon, advanced by said Capitol Federal Savings and Loan Association, and such charges as may become due to said second party under the terms and conditions of the note secured hereby, which note is by this reference made a part hereof, to be repaid as follows:

In monthly installments of \$ 139.74 each, including both principal and interest. First payment of \$ 139.74 due on or before the 1st day of August 1970 and a like sum on or before the 1st day of each month thereafter until total amount of indebtedness to the Association has been paid in full.

It is agreed that the mortgagee, may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the mortgagor of such amounts as are advanced by the mortgagee. In the event of failure by the mortgagor to repay said amounts to the mortgagee, such failure shall be considered a default, and all provisions of the mortgage and the note secured thereby with regard to default shall be applicable. Said note further provides: Upon transfer of title of the real estate mortgaged to secure this note, the entire balance remaining due hereunder may, at the option of the mortgagee, be declared due and payable at once, or the mortgagee may impose any one, or both, of the following conditions: