

Said part y of the first part does hereby covenant and agree that at the delivery of this instrument she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except and that she will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said part y of the first part hereby agree s to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Sixteen Hundred Thirty-five and no/100-----DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said party of the first part has this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following xxxxxxxxxxxxxxxxxx

NOW, if said part y of the first part shall pay or cause to be paid to said part y of the second part, his heirs or assigns, said sum of money in the above described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set her hand the day and year first above written.

Katherine M. Percifield
Katherine M. Percifield

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 19th day of August A. D. 1970 before me, the undersigned Notary Public, in and for the County and State of Kansas, Katherine M. Percifield, a widow, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Term expires January 10, 1973

Naomi L. Adams
Naomi L. Adams Notary Public.

Recorded August 20, 1970 at 11:45 A.M.

Janice Beam Register of Deeds

Reg. No. 4,966
Fee Paid \$37.00

BOOK 157 22213 MORTGAGE

Loan No. 51675-33-1 LH

This Indenture, Made this 18th day of August, 1970, between Donald E. Thiry and Roberta D. Thiry, his wife

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 Fourteen Thousand Eight 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 9 in Learnard Court, a Subdivision in the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas