

## DOUGLAS COUNTY

Receiving No. 16725

## RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, THE FIRST SAVINGS BANK OF LAWRENCE, Lawrence Kansas, a corporation, (formerly The Merchants Loan and Savings Bank Lawrence, Kansas) in consideration of full payment of the debt secured by a certain mortgage made by George Abel and Blanche Abel, his wife, to The Merchants Loan and Savings Bank of Lawrence, Kansas, dated 21st day of February, 1920, filed for record on the 27th day of February 1920, and duly recorded in Book 56, at page 159, of the records of Douglas County, Kansas, does hereby acknowledged satisfaction thereof and authorize the Register of Deeds to release such mortgage of record.

Dated at Lawrence, Kansas, this 27th day of January, 1943.  
(CORP. SEAL) Attest : George Docking  
Vice Pres.

THE FIRST SAVINGS BANK OF LAWRENCE,  
By F. C. Whipple  
Cashier

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 27th day of January, 1943, before me, the undersigned, a Notary Public in and for said County and State, came F. C. Whipple, as Cashier of the First Savings Bank of Lawrence, a corporation, who is personally known to me to be the Cashier of said Bank and the same person who executed the release and such person duly acknowledged the execution of the same as the act of said Bank.

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

(SEAL) My commission expires April 17, 1943

Rose Gieseman  
Notary Public

Recorded January 30, 1943 at 10:30 A. M.

Harold A. Beck  
Register of Deeds

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Receiving No. 16726

## M O R T G A G E

This Indenture Made this 25th day of January, 1943, between Albert B. Martin and Harriet Martin, 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 Forty-five Hundred and Seventy-five - - - 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 the following-described real estate, situated in the County of --- and State of Kansas, to-wit:

the North 112½ feet of Lot 14 on Woodlawn Avenue, in C. W. Potwin's Sub-division to the City of Topeka, Shawnee County, Kansas.

lots numbered 3, 4, 31 and 32 in Block 16, in Babcock's Enlarged Addition to the City of Lawrence, Douglas County, Kansas.

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

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Forty-five Hundred and Seventy-five 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 in monthly installments of \$32.94 each, including both principal and interest. First payment of \$32.94 due on or before the 10th day of March, 1943, and a like sum on or before the 10th day of each month thereafter until total amount of indebtedness to the Association has been paid in full.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first parties or any of them by second party, and any and all indebtedness in addition to the amount above stated which the first parties, or any of them, may owe to the second part, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times and not suffer waste or permit a nuisance thereon.

First parties also agree to pay all costs, charges and expenses reasonable incurred or paid at any time by second party including abstract expenses, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

First parties hereby assign to second party the rents and income arising at any and all times from the property mortgaged to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums for foreclosure or otherwise.

The failure of second party to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect and second party shall be entitled to the immediate possession of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

This mortgage shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written.

Albert B Martin  
Harriet Martin

STATE OF KANSAS )  
COUNTY OF SHAWNEE ) SS.

BE IT REMEMBERED, that on this 25 day of January, A.D. 1943, before me, the undersigned a Notary Public in and for the County and State aforesaid came Albert B. Martin and Harriett Martin, his wife who are personally

This release was written on the original mortgage on the 27th day of January, 1943, at Lawrence, Kansas. The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record. By J. Hugo V. Nelson, President Secretary Topeka, Kansas Oct. 11, 1944 (Corp. Seal)