

DOUGLAS COUNTY

This release was written on the original mortgage entered this 5 day of Dec 1945
Harold E. Beck
 Reg. of Deeds
 Douglas County

shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part its executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there by, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

George H. DeLozier
 Marjorie L. DeLozier

STATE OF KANSAS)
 Franklin County) ss.

BE IT REMEMBERED, That on this 22nd day of October A.D. 1945, before me, a Notary Public in and for said County and State, came George H. DeLozier and Marjorie L. DeLozier, his wife, to me personally known to be the same persons 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.

(SEAL) Commission expires Dec. 8, 1948

B. F. Bowers
 Notary Public

Recorded November 3, 1945 at 8:40 A.M.

Harold E. Beck

Register of Deeds

Receiving No. 25290

Reg. No. 4463
 Fee paid \$2.00
 Loan No. V. 1447

MORTGAGE

This Indenture, Made this 22nd day of October, 1945 between Harold Edwin Anderson and Iona Viola Anderson, his wife of Douglas 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 Seven Hundred Sixty Four 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 10, Block 6, University Place, City of Lawrence, Douglas County, Kansas.

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 Seven Hundred Sixty Four 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 in monthly installments of \$4.63 each, including both principal and interest. First payment of \$4.63 due on or before the 1st day of December, 1945, 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 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 states which the first parties, or any of them, may owe to the second party, 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 by 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 taxes, assessments and insurance premiums as required by second party.

First parties also agree to pay all costs, charges and expenses reasonably 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 tenable 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 by 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 rights 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 cease 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 other legal action to protect its rights. Appraisal and all benefits of homestead and exemption laws are hereby waived.

This mortgage shall extend to and 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.

Harold Edwin Anderson
 Iona Viola Anderson

STATE OF KANSAS)
 COUNTY OF SHAWNEE) ss.

BE IT REMEMBERED, that on this 22 day of October, A.D. 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Harold Edwin Anderson and Iona Viola Anderson, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it from record.
 Capitol Federal Savings and Loan Association
 By B. F. Bowers, President
 (Copy Seal)
 The release was written on the original mortgage entered this 7th day of Dec 1945
Harold E. Beck
 Reg. of Deeds