

DOUGLAS COUNTY

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereon at eight per centum (8%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues, and profits thereof. In the event of any default, as herein described, or should the Mortgagor become indebted to said Mortgagee in a sum equal to the gross amount of the payments, interest, and other charges for a period of six months, this mortgage may be foreclosed. Appraisal is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. In Witness Whereof the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Arland L. Grover
Elizabeth Marie Grover

STATE OF KANSAS)
COUNTY OF DOUGLAS)ss:

Be it Remembered, that on this 23rd day of January, 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Arland L. Grover and Elizabeth Marie Grover, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, on the day and year last above written.

(SEAL) My commission expires May 5, 1948

Ruth V. Myers
Notary Public

Recorded January 26, 1946 at 8:30 A.M.

Harold A. Beck Register of Deeds

Receiving No. 26475

RELEASE

Know all Men by These Presents, That in consideration of full payment of the debt secured by a mortgage by Bruce F. Latta and Mary Maxine Latta, his wife, dated the 28th day of September A.D., 1944, which is recorded in Book 89 of Mortgages, page 34, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 23rd day of January A.D. 1946.

(CORP. SEAL)

The First National Bank of Lawrence
By George Docking President

State of Kansas)
Douglas County)ss.

Be it Remembered, That on this 23rd day of January A.D. 1946 before me, the undersigned, a Notary Public in and for said County and State, came George Docking, President The First National Bank of Lawrence, to me personally known to be the same person who executed the foregoing instrument of writing, 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) My commission expires September 17 1949

E.B. Martin
Notary Public

Recorded January 26, 1946 at 8:35 A.M.

Harold A. Beck Register of Deeds

Receiving No. 26483

MORTGAGE

Reg. No. 4587
Fee paid \$2.00

This Indenture, Made this 21st day of January 1946 between George Orie Starkey and Harriette Starkey, 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 Eight 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:

Lot 25, Block 2, Babcock 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 Eight Hundred 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 \$4.85 each, including both principal and interest. First payment of \$4.85 due on or before the 1st day of March, 1946, 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 stated 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 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 taxes, assessments and insurance premiums as required by second party.

This release was written on the original mortgage entered this 12th day of October 1946
Harold A. Beck
Reg. of Deeds
The debt secured by this mortgage was repaid in full, and the Register of Deeds is authorized to release it of record. By *Harold A. Beck*, Register of Deeds, Topeka, Kansas, Date Nov 11, 1949 (Caption)