

FROM STATE OF KANSAS, County of Douglas, ss.  
John F. Owens and Maudie M. Owens This Mortgage was filed for record on the 5 day  
TO of May 19 46, at 9:35 o'clock A. M.  
Capitol Federal Savings and Loan Association  
Harold A. Beck Register of Deeds.  
THIS INDENTURE, Made this 28th day of January, 19 46, by and between  
John F. Owens and Maudie M. Owens his wife  
of Topeka, Kansas, Mortgagor, and  
CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of  
United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of  
Thirty Nine Hundred and no/100 ----- Dollars (\$3900.00), the receipt of which is hereby  
acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following- described  
real estate, situated in the County of Douglas, State of Kansas, to wit:

The South 10 feet of the East 165 feet, less the East 40 feet of Lot 3, and the  
North 45 feet of the East 165 feet, less the East 40 feet of Lot 4, Block 6,  
South Lawrence, an Addition to the City of Lawrence, Douglas County, Kansas.

It is understood and agreed that this is a purchase money mortgage and  
represents more than two-thirds of the amount paid for the property.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances there-  
unto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles,  
gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present  
contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and  
towers therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or fu-  
ture use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said  
real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and form-  
ing a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the  
mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good  
right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands  
of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Thirty Nine Hundred and no/100 -----  
----- Dollars (\$3900.00), as evidenced by a certain promissory note of  
even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one half per  
centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of  
CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION in Topeka, Kansas, or  
at such other place as the holder of the note may designate in writing, in monthly installments of  
Twenty Four and 69/100 ----- Dollars (24.69),  
commencing on the first day of March, 19 46, and on the first day of each month thereafter, until the principal and  
interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of  
February, 19 66.