

40830 BOOK 98

MORTGAGE

LOAN No. DR 11561

This Indenture, Made this 16th day of June, A.D. 19 50

between Philip Wizer and Margaret H. Wizer, his wife
in the State of Kansas, of the first part, and the Shawnee Federal Savings and Loan Association, a corporation, of Topeka, Kansas, of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
SIXTY-TWO HUNDRED ***** DOLLARS,
the receipt of which is hereby acknowledged, and any additional advances made by the mortgagee to the mortgagor
do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Shawnee and State of Kansas, to-wit:
The West One Half (W $\frac{1}{2}$) of the West Fractional One Half (1/2) of the Southwest Fractional One Fourth (1/4) of Section 28, Township 11, Range 18, in Douglas County, Kansas; ALSO: Lot Seven (7), Section 28 and Lot Five (5) in Section 29, all in Township 11, Range 18, plus present accretions thereto; ALSO: East Half (E $\frac{1}{2}$) of the West Fractional One Half (1/2) of the Southwest Fractional One Fourth (1/4), Section 28, Township 11, Range 18, all in Douglas County, Kansas; ALSO: An Undivided Five-Sixths Interest in Lot One (1) and Two (2) and the South One-Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), Section 29, Township 11, South of Range 18, East of the 6th P.M., less Railroad Right of Way, Douglas County, Kansas.

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed in the building upon said premises, as well as all garages and other outbuildings placed and/or to be placed upon said premises, whether the same are upon or off of foundations.

TO HAVE AND TO HOLD THE SAME, Together 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
SIXTY-TWO HUNDRED ***** DOLLARS,
with interest thereon, and such charges and additional advances, including money advanced for taxes, insurance and repairs as may become due to said party of the second part under the terms and conditions of the promissory note secured hereby, to be repaid under the terms and conditions of such promissory note.

NOW, if said part 1st of the first part shall cause to be paid to the party of the second part the amount due it under said promissory note, in accordance with the terms thereof, and any additional advances, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said promissory note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisement.

IN WITNESS WHEREOF, the said part 1st of the first part have hereunto set their hand s the day and year first above written.

STATE OF Kansas } ss.
COUNTY OF Shawnee }

BE IT REMEMBERED, that on this 6th day of June, A.D. 19 50
before me, the undersigned, a Notary Public in and for the County and State aforesaid came
Philip Wizer and Margaret H. Wizer, his wife
who are personally known to me to be the same person s who executed the within instrument of writing, and such person s duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

(SEAL)

My Commission expires May 6-1953

[Signature]

Notary Public

Recorded June 9, 1950 at 3:10 P. M.

Release
This debt secured by this Mortgage has been paid in full, and the same is hereby cancelled this 20th day of September, A.D. 1953.
(Rep. Seal)
Shawnee Federal Savings and Loan Association.
By R. D. Collins, President
Harold B. B. B.
Barbara L. B. B.