

State of Kansas, Miami County, ss.

BE IT REMEMBERED, that on this 10th day of October, A. D. 1950, before me, Notary Public in and for said County and State, came Carl Johanning and Katherine Johanning, husband and wife, to me personally known to be the same person A. who executed the foregoing instrument, and duly acknowledged the execution of same.



IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Kenneth D. Phillips
Notary Public.

Commission expires Sept. 12, 1953

Recorded October 13, 1950 at 2:30 P. M. Release

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created, discharged. As Witness My Hand, the 2nd day of February, A.D., 1956

Harold A. Beck Register of Deeds
Frank H. Kroebe
Katherine Kroebe
Rev. No. 7861
Rev. No. 37,50

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MORTGAGE

This Indenture, Made this 8th day of October, 1950 between Cecil G. Lalicker and Anne E. Lalicker, 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 Fifteen Thousand 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:

Lots 10 and 11, in Block 4, in West Hills, an Addition to the City of Lawrence, in Douglas County, Kansas

(It is understood and agreed that this is a purchase money mortgage)

Together with all heating, lighting, and plumbing equipment and fixtures, including stoves 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 mortgages, hereditaments and appurtenances thereto 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 Fifteen Thousand 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 \$ 92.00 each, including both principal and interest. First payment of \$ 92.00 due on or before the 20th day of February, 1951 and a like sum on or before the 20th 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 advancement 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 special cause 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 thereof. First parties also agree to pay all taxes, assessments and insurance premiums as required by second party.

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