

STATE OF KANSAS,  
Douglas County } ss.  
 Be It Remembered, That on this 10th day of May A. D. 19 61  
 before me, the undersigned, a Notary Public  
 in and for said County and state, came John D. Kessler and Ruby M. Kessler,  
his wife  
 to me personally known to be the same persons who executed the within 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.  
 My Commission Expires August 14, 1961  
 My Commission Expires \_\_\_\_\_ 19\_\_\_\_  
*Geneva H. Simmons*  
 Geneva H. Simmons Notary Public

Recorded May 12, 1961 at 3:05 P.M.

*Harold A. Beck*

Register of Deeds

Reg. No. 16,751  
Fee Paid \$15.00

MORTGAGE 76857 BOOK 128  
 THIS INDENTURE, Made this 12th day of May 1961 between  
Kenneth G. Retter and Juanita Retter, husband and wife  
 of Lawrence in the County of Douglas and State of Kansas part 103 of the first part, and  
 THE LAWRENCE BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, party of the Second Part.  
 WITNESSETH, that the said part 103 of the first part, in consideration of the loan of the sum of  
Six Thousand and no/100 DOLLARS  
 to them duly paid, the receipt of which is hereby acknowledged, have sold and by this indenture do GRANT,  
 BARGAIN, SELL and MORTGAGE to the said party of the second part, its successors and assigns, the following described real estate situated in the County of  
Douglas and State of Kansas, to-wit:  
  
 Lot Seven (7) in Block Eleven (11) in Haskell  
 Place, an Addition to the City of Lawrence,  
 in Douglas County, Kansas.  
  
 The Mortgagors understand and agree that this is a purchase money mortgage.  
 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 the said part 103 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner is  
 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances  
 and that they will warrant and defend the same against all parties making lawful claim thereto.  
 It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes and assess-  
 ments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings  
 upon said real estate insured for loss from fire and extended coverage in such sum and by such insurance company as shall be specified and directed by the  
 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said part 103  
 of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the  
 second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall  
 bear interest at the rate of 10% from the date of payment until fully repaid.