

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, that on this 1st day of June, A. D. 1964, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came CHARLES R. RAASCH and GAYLE L. RAASCH - husband and wife

who are personally known to me to be the same persons who executed the within mortgage, and such persons duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL)

My Comm. Expires: April 10, 1965.

Roy E. Russell
Roy E. Russell

Notary Public

Recorded June 3, 1964 at 10:30 A.M.

Garland L. Beck Register of Deeds

Reg. No. 19,619
Fee Paid \$15.00

MORTGAGE—Savings and Loan Form—(Direct Reduction Plan) 255-2

Hall Litho Co., Inc., Topeka

58103 BOOK 137

MORTGAGE

Loan No. DR 1014

THIS INDENTURE, made this 1st day of June, 1964, by and between

ELDON R. BURKHART and PHYLLIS A. BURKHART - husband and wife

of Douglas County, Kansas, as mortgagor, and

COMMERCE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing

under the laws of Kansas with its principal office and place of business at Shawnee Kansas, as mortgagee;

WITNESSETH: That said mortgagor, for and in consideration of the sum of
- - - - - EIGHTEEN THOUSAND AND NO/100 THS - - - - - Dollars (\$18,000.00),
the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the county of Douglas and State of Kansas, to-wit:

Lot Number 1 in Block Number 5, in SOUTH HILLS, an Addition to the City of Lawrence, in Douglas County, Kansas.

It is agreed and understood that this is a purchase money mortgage.

Transfer of title of the real property hereinabove described without written consent of the mortgagee shall render the amount due under the promissory note immediately payable at the option of the mortgagee.

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, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor hereby covenants with said mortgagee that they are, at the delivery hereof, the lawful owners of the premises above conveyed and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.