

8. Mortgagor hereby waives, so far as lawfully may be, each and every benefit under the homestead, exemption, redemption, stay or appraisal laws of the State of Kansas. Should this instrument be executed by more than one person as Mortgagor, each and every obligation of Mortgagor herein set out shall be joint and several. Each and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective assigns and successors in interest.

IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal the day and year first above written.

Robert H. Eldred (SEAL)
Robert H. Eldred
Virginia A. Eldred (SEAL)
Virginia A. Eldred

STATE OF KANSAS
COUNTY OF Shawnee Douglas
BE IT REMEMBERED that on this 10th day of September 1965, before me the undersigned, a Notary Public in and for said county and state, personally appeared Robert H. Eldred and Virginia A. Eldred, his wife, who is (are) personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.



My commission expires March 19, 1969

H. C. Mike Murphree
Notary Public in and for said County and State
H. C. Mike Murphree

Recorded September 13, 1965 at 9:00 A.M.

Janice Beam Register of Deeds
By She Neustetter Deputy

THE DEBT secured by this Mortgage has been paid in full, and the same is hereby cancelled this 6th day of May A.D. 1968.

SHAWNEE FEDERAL SAVINGS AND LOAN ASSOCIATION
By M.J. McLain President.

(Corp. Seal)

This release is in full satisfaction of the mortgage herein recorded. 9/13/65
Janice Beam
Reg. of Deeds

Reg. No. 649
Fee Paid \$34.25

PURCHASE MONEY
BOOK 141 2598 MORTGAGE

MI DR 3270

THIS AGREEMENT, is made and entered into this 8th day of September, 1965, by and between Willard E. Perry and Barbara Perry, his wife, of Douglas County, State of Kansas, referred to hereinafter as Mortgagor, and American Savings Association of Topeka, a corporation, organized and existing under and by virtue of the laws of the State of Kansas, referred to hereinafter as Mortgagee:

WITNESSETH THAT:

The Mortgagor for and in consideration of the sum of THIRTEEN THOUSAND SEVEN HUNDRED TWENTY-FIVE and NO/100 Dollars (\$13,725.00), the receipt of which is hereby acknowledged, do by these presents, mortgage and warrant unto the mortgagee, his successors and assigns, the following described real estate located in the County of Douglas and State of Kansas, to-wit:

Lot 6 in Block 3 in Belle Haven South, an addition to the City of Lawrence, in Douglas County, Kansas.

Together with all heating, lighting and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, window shades or blinds, used on or in connection with any improvements located upon the above described real estate, whether the same are now located on said real estate or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining forever, and warrant the title to the same. The mortgagor warrants that at the delivery of this mortgage, the mortgagor is the lawful owner of the entire interest in and to the above described premises and that the mortgagor is the owner of an indefeasible estate of inheritance therein, free and clear of any and all liens or encumbrances except those of record.

The mortgagor further warrants and agrees to defend the title thereto against the claims and demands of all persons. It is agreed that this mortgage is given to secure the payment of THIRTEEN THOUSAND SEVEN HUNDRED TWENTY-FIVE and NO/100 Dollars (\$13,725.00), with interest thereon at the rate of six per cent per annum (.6 %), together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of a certain promissory note of even date herewith and secured hereby, executed by said Mortgagor to said Mortgagee payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated in this mortgage by reference. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee and any and all indebtedness in addition to the amount above stated which said mortgagor or any of them may owe to said mortgagee, however evidenced, whether by note 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 secured hereunder including future advances are paid in full with interest thereon.