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K. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of February A.D. 1968

Gary N. Bender (SEAL) Linda W. Bender (SEAL)

(SEAL) (SEAL)

State of Kansas

County of Douglas

I, Janice Cotner,

a Notary Public in and for said County, in the State aforesaid.

DO HEREBY CERTIFY that Gary N. Bender and Linda W. Bender, husband and wife

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered the said Instrument as their free and voluntary act, for the use and purposes therein set forth, including the release of all rights under any homestead, exemption and valuation laws.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 8th day of February A.D. 1968



March 10, 1970

Janice Cotner Notary Public

Recorded February 9, 1968 at 8:40 A.M.

Janice Beem Register of Deeds  
Reg. No. 2,712  
Fee Paid \$37.00

## Mortgage

BOOK 119

Loan No. 2708

### THE UNDERSIGNED

Harold H. Heinrich and Marlene U. Heinrich, husband and wife

of Lawrence County of Douglas State of Kansas

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

### LAWRENCE SAVINGS ASSOCIATION

a corporation organized and existing under the laws of

### THE STATE OF KANSAS

hereinafter referred to as the Mortgagee, the following real estate

in the County of Douglas in the State of Kansas to-wit:

Lot No. Five (5), in Block No. One (1), in Schwarz Acres,

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 buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter thereon or therein the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters fall of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not; and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.