

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.

Paul B. Shivel (SEAL)  
Paul B. Shivel

Dorothy Esther Shivel (SEAL)  
Dorothy Esther Shivel

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED that on this 25th day of April, 1968, before me the undersigned, a Notary Public in and for said county and state, personally appeared Paul B. Shivel and Dorothy Esther Shivel, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Marlene Maxey  
Notary Public in and for said County and State  
Marlene Maxey

February 24, 1969

Recorded April 30, 1968 at 3:24 P.M.

Janice Beam Register of Deeds

Reg. No. 2,901  
Fee Paid \$81.00

PURCHASE MONEY

MORTGAGE

12928 BOOK 150

DR 4034

THIS AGREEMENT, is made and entered into this 24th day of April, 1968, by and between DAVID L. HIEBERT and JANICE R. HIEBERT, 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 THIRTY-TWO THOUSAND FOUR HUNDRED FIFTY and NO/100 Dollars (\$ 32,450.00), the receipt of which is hereby acknowledged, do by these presents, mortgage and warrant unto the mortgagee, its successors and assigns, the following described real estate located in the County of Douglas and State of Kansas, to-wit:

Lot Twenty-eight (28) in Country Club North, an Addition to the City of Lawrence, as shown by the recorded plat thereof, 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.