

STATE OF KANSAS
COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 13th day of June, A. D. 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Heinrich A. Stammler and Ursula C. R. Stammler, his wife, who are personally

known to me to be the same person S. who executed the within instrument of writing, and such person S. duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



Natalie F. Collins
Notary Public
Natalie F. Collins

Recorded June 13, 1968 at 2:42 P.M.

Janice Beam Register of Deeds

Reg. No. 3,027
Fee Paid \$31.50

PURCHASE MONEY

MORTGAGE

13431 BOOK 150

DR 4055

THIS AGREEMENT, is made and entered into this 7th day of June, 1968, by and between HAROLD L. DAUGHERTY and HAZEL M. DAUGHERTY, 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 TWELVE THOUSAND SIX HUNDRED AND NO/100-----

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:

Beginning 264 feet South of the Northwest corner of the Northeast Quarter of Section Thirty-four (34), Township Twelve (12), Range Nineteen (19), thence East 330 feet, thence South 132 feet; thence West 330 feet, thence North 132 feet to the place of beginning, 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 in any way 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 TWELVE THOUSAND SIX HUNDRED AND NO/100-----

with interest thereon at the rate of SEVEN per cent per annum (7 %), 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.