

425
IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal the day and year first above written.

Jackie C. Howard (SEAL)
Jackie C. Howard
Dortha J. Howard (SEAL)
Dortha J. Howard

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED that on this 24th day of

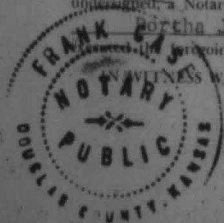
June

1968

before me the undersigned, a Notary Public in and for said county and state, personally appeared Jackie C. Howard and Dortha J. Howard, 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.



My commission expires November 18, 1970

Frank Case
Notary Public in and for said County and State
Frank Case

Recorded June 25, 1968 at 4:10 P.M.

James Beane Register of Deeds

Reg. No. 3,062
Fee Paid \$5.75

Mortgage

13566 BOOK 150

Loan No. 2769

THE UNDERSIGNED,

WESTERN HOME BUILDERS, INC., A Kansas Corporation

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 Twenty (20), in Block Ten (10), in Indian Hills No. 2 & Replat of Block

Four (4) Indian Hills, an Addition to the City of Lawrence, as shown by

the recorded plat thereof.

The Mortgagors understand and agree that this is a purchase money mortgage.

This Mortgage is subject and inferior to First Mortgage dated June 25, 1968

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, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, 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 (all 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.