Mortgage

BOOK 151 11215

Loan No. M#2793

THE UNDERSIGNED,

James Patrick Scanlan and Marilyn M. Scanlan, 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:

A part of Lot One (1), Block Five (5), West Hills, more specifically
described as follows: Beginning at a point 822 feet South and 958.84
feet WEst of the center of Section Thirty-Six (36), Township Twelve
(12) South, Range Nineteen (19) East; thence West 72 feet; thence
North 145 feet; thence East 35 feet; thence bearing Southerly
along a curve of 60 foot radius 55.5 feet; thence along a curve
of 420 foot radius, the same being the Westerly boundary of High
Drive, 80.5 feet more or less; thence South 41° 15' West 93.4
feet to the place of beginning, in the City of Lawrence, less
the land described in the Warranty Deed recorded in Book 257,
page 275, in Douglas County, Kansas. and described as:
Beginning at the North corner of Lot 19, Block 5, West Hills, in the City of Lawrence,
Douglas County, Kansas; thence South 41° 15' West 93.4 feet to a point eight feet West
of the Northwest corner of said Lot 19, Block 5, West Hills, thence west 11.00 feet; thence
North 21.64 feet, thence North 56° 12' East 87.34 feet to point of beginning, containing
1171 square feet more or less

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, 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.

TO SECURE

(1)   the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of

Twenty-six Thousand One Hundred and no/100----------------------------------Dollars

($ 26,100.00   ), which Note, together with interest thereon as therein provided, is payable in monthly installments of

One Hundred Ninety-seven and 15/100--------------------------------------Dollars

($ 197.15   ), commencing the   first   day of October   , 19 68.

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(2)   any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional Twenty-six Thousand One hundred advances, in a sum in excess of   and no/100------------------------------ Dollars ($ 26,100.00   ), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3)   the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.
Upon transfer of title of the real estate mortgaged to secure this note the entire
balance remaining due hereunder may, at the option of the mortgagee, be declared
due and payable at once.

THE MORTGAGOR COVENANTS: