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STATE OF KANSAS, Jefferson COUNTY, ss.

BE IT REMEMBERED, That on this 9th day of January, 1968 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ernest E. Smith and Elva J. Smith who are personally known to me to be the same person S who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

Term expires June 1, 1969

Frank E. Oberland Notary Public.

Recorded January 21, 1969 at 2:14 P.M.

James Beem Register of Deeds

Reg. No. 3,626  
Fee Paid \$63.00

### Mortgage

15974

BOOK 152

Loan No. DC#2869

THE UNDERSIGNED,

Charles E. Haverty and Barbara W. Haverty, 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 Eleven (11), in Block Fourteen (14), 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.

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-five Thousand Two Hundred and no/100-----Dollars

(\$ 25,200.00 ), which Note, together with interest thereon as therein provided, is payable in monthly installments of

One Hundred Seventy-one and 92/100-----Dollars

(\$ 171.92 ), commencing the first day of March, 1969,

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-five Thousand Two Hundred advances, in a sum in excess of and no/100-----Dollars (\$ 25,200.00 ), 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.