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ACKNOWLEDGMENT—Corporation

THE FIRST NATIONAL BANK, LAWRENCE, KANSAS

State of Kansas, Douglas County, ss.

Be It Remembered, That on this 8th day of May 19 69 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Robert L. Elder, President of Western Home Builders, Inc., a corporation duly organized, incorporated and existing under and by the laws of KANSAS, and who is personally known to me to be such officer, and who is personally known to me to be the person who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

Whereof, I have hereunto set my hand and affixed my Notarial Seal this day and year last above written.

Roy E. Russell  
Notary Public, Term expires April 10 19 73

Recorded May 13, 1969 at 1:42 P.M. *James Bear* Register of Deeds

Reg. No. 3,851  
Fee Paid \$58.00

MORTGAGE—Savings and Loan Form (Direct Reduction Plan) 255-2 Rev. 1965

Hall Litho Co., Inc., Topeka

BOOK 153 17091

MORTGAGE

THIS INDENTURE, made this 11th day of May, 1969, by and between Western Home Builders, Inc., of Douglas County, Kansas, as mortgagor, and Ottawa Savings and Loan Association, of Ottawa, Kansas, as mortgagee:

WITNESSETH: That said mortgagor, for and in consideration of the sum of Twenty Three Thousand Two Hundred Fifty and 10/100 Dollars (\$23,250.10); the receipt of which is hereby acknowledged, do hereby mortgage and warrant unto said mortgagee, all the following described real estate, situated in the county of Douglas and State of Kansas, to-wit:

Lot 3, Tract Three (3), Situated in the City of Lawrence, Douglas County, Kansas.

This is a purchase money mortgage. The property described herein above described without further payment of the principal shall render the amount due under the promissory note immediately payable at the option of the mortgagee.

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property 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 anywise appertaining, forever. Said mortgagor hereby covenant with said mortgagee that at the delivery hereof, he is the lawful owner of said premises, and is seized of a good and indefeasible estate of inheritance therein; free and clear of all encumbrances, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this mortgage is executed to secure the payment of the sum of Twenty Three Thousand Two Hundred Fifty and 10/100 Dollars (\$23,250.10), with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the 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 incorporated herein by this reference.