

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day

of February A.D. 1970

Wallace P. Scales (SEAL)

Eloise I. Scales (SEAL)

Eloise I. Scales

State of Kansas

Eugene R. Scales (SEAL)

Sarah J. Scales (SEAL)

Sarah J. Scales

County of Douglas

SS

I, Mary E. Haid

a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Wallace P. Scales and Eloise I. Scales, husband and wife and

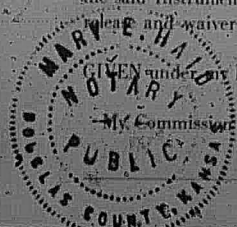
Eugene R. Scales and Sarah J. Scales, husband and wife

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered

The said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 23rd day of February A.D. 1970

My Commission expires April 16, 1973



Mary E. Haid Notary Public

Recorded February 24, 1970 at 10:05 A.M.

Janice Beem Register of Deeds

Reg. No. 4,505
Fee Paid \$63.75

Mortgage

BOOK 156

Loan No. DC-3012

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 Two (2), in Block Nine (9), 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, air conditioning, 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 mortgagors, 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.