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ACKNOWLEDGMENT

STATE OF KANSAS,

County of DouglasBe it remembered, that on this 10thday of AugustA.D. 1970,

before me, the undersigned, a Notary Public in and for the

County and State aforesaid, came William M. Lucas, Jr. and Jane W. Lucas,

husband and wife,

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.



IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

Janice Hammerschmidt
Janice Hammerschmidt Notary Public.

Commission expires June 161974.

Recorded August 11, 1970 at 1:30 P. M.

Janice Beem
Register of Deeds

Reg. No. 4,917
Fee Paid \$68.50

22069

Mortgage

BOOK 157

Loan No. #3090

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 42, Block 6, Four Seasons No. 3, a subdivision in
the City of Lawrence, Douglas County, Kansas.

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 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.