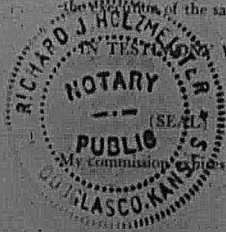


STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 13th day of August, A.D. 1970, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gary M. Clark and Merle J. Clark, his 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 contents of the same.



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

Richard J. Holzmeister
Notary Public
Richard J. Holzmeister

Recorded August 25, 1970 at 2:45 P.M.

Janice Beem Register of Deeds

Reg. No. 4,971
Fee Paid \$41.00

BOOK 157

22255

Mortgage

Loan No. DC-3098

THE UNDERSIGNED,

William D. Smith and Darlene L. Smith, 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 38A in Marvonne Meadows, a Subdivision in the City
of Lawrence, as shown by the recorded plat thereof,
in 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, 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.