

STATE OF KANSAS }  
COUNTY, Douglas } ss.

**AMARETTA WRIGHT**  
**NOTARY PUBLIC**  
**DOUGLAS COUNTY, KANSAS**

BE IT REMEMBERED, That on this 2nd day of October A. D. 19 70  
before me, a Notary Public in the aforesaid County and State,  
came Robert William Mackey and Betty K. Mackey,  
husband and wife  
to me personally known to be the same person, who executed the foregoing instrument and did  
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and  
year last above written.

My Commission Expires June 19 19 73

Amaretta Wright  
Amaretta Wright Notary Public

Recorded October 5, 1970 at 12:22 P.M.

James Beem Register of Deeds

Reg. No. 5,074  
Fee Paid \$22.50

BOOK 158

**Mortgage**

**22713**

Loan No. DC-3109

THE UNDERSIGNED,

Thomas M. Gale and Mary M. Gale, 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:

Beginning at a point 858 feet East and 455.4 feet North of the Southwest corner of Section Thirty-six (36), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian; thence East 157.5 feet; thence South 151 feet; thence West 63.75 feet; thence North 10 feet; thence West 93.75 feet; thence North 141 feet to the point of beginning, in the City of Lawrence, in Douglas County, Kansas.

This Mortgage is subject and inferior to First Mortgage dated June 17, 1970.  
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-swing doors, swings, screens 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, 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 Mortgagee does hereby release and waive.