

457

STATE OF Kansas }
Douglas COUNTY, } ss

BE IT REMEMBERED, That on this _____ day of _____ A. D., 19____
before me, a _____ notary public
came Donald R. McAfee and Minnie M. McAfee
husband and wife

to me personally known to be the same person _____ who executed the foregoing instrument and duly
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 November 22 1971 William A. Lebert
Notary Public

Recorded November 30, 1970 at 10:45 A. M.

Janice Beem Register of Deeds

Reg. No. 5,191
Fee Paid \$10.50

BOOK 158

23242

Mortgage

Loan No. DC-3123

THE UNDERSIGNED,

Alfred C. Habegger and Nellie W. Habegger, 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 Four (4) and the East 25 feet of Lot Five (5) in
North East Central Subdivision in that part of the
City of Lawrence, known as North Lawrence.

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.