

of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their heirs and assigns.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all the benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Homer W. Wulfkuhle
Homer Wulfkuhle

Judith W. Wulfkuhle
Judith Wulfkuhle

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS.

BE IT REMEMBERED, that on this 14th day of December 1970, before me a Notary Public in the aforesaid County and State came Homer Wulfkuhle and Judith Wulfkuhle, husband and wife, to me personally known to be the same persons 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.

William A. Lebert
William A. Lebert Notary Public

My commission expires MY COMMISSION EXPIRES NOV. 22, 1971.

Recorded December 15, 1970 at 2:52 P. M.

Gancei Beam

Register of Deeds
Reg. No. 5,247
Fee Paid \$24.00

Mortgage 23448

BOOK 158

Loan No. DC-3132

THE UNDERSIGNED.

Donald W. Daniels and Jane M. Daniels, 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) in Maple Lawn, an Addition to the City of 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.