

STATE OF Kansas  
 Douglas COUNTY, SS.  
 BE IT REMEMBERED, That on this 28th day of January, A. D. 1971  
 before me, a notary public, in the aforesaid County and State,  
 came Howard Z. Smith and Fredonna Lu Smith  
 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 October 31, 1973  
 Fern Sorensen  
 Notary Public

Recorded January 28, 1971 at 4:07 P. M.

Jane (Green) Register of Deeds

Reg. No. 5,331  
 Fee Paid \$51.25

### Mortgage

23864

BOOK 159

Loan No. DC-3140

THE UNDERSIGNED,

James A. Deddens and Marcia K. Deddens, 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 Five (5), in Block Four (4), in Prairie Meadows No. 2,  
 an Addition to 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.