number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. their IN WITNESS WHEREOF the Mortgagor(s) have hereunto set / hand(s) and seal(s) the day

Larry Allen Schomer Sham[BBAL]

hidith Maw schome (SBAL). Judith Marie Schomer

[SEAL]

[SEAL]

STATE OF KANSAS, COUNTY OF DOUGLAS.

and year first above written.

2nd day of February BE IT REMEMBERED, that on this , 19 71, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Larry Allen Schomer and Judith Marie Schomer, his wife to me personally known to be the same person(s) who executed the above and foregoing instrument of

writing, and duly acknowledged the execution of same.

TO TYPNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above TOTARL Commission expires September 30, 1972.

Reba J. Bryant

Notary Public

Recorded February 3, 1971 at 11:27 A.M.

Register of Deeds

Reg. No. 5,343 Fee Paid \$47.50

Mortgage 23911

воок 159

Loan No.DC-3141

THE UNDERSIGNED.

David T. Millstein and Susan Y. Millstein, husband and wife

of Lawrence

, County of Douglas

, State of Kansa's

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

hereinaster reserred to as the Mortgagee, the following real estate

in the County of Douglas

, in the State of . Kansas

, to-wit:

The South Half of Lots Twenty-two (22), twenty-four (24), and Twenty-six (26), and the East Thirteen Feet of the South Half of Lot Twenty-eight (28), on Pinckney (now Sixth) Street, in 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 a 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.