

8. Mortgagor hereby waives, so far as lawfully may be, each and every benefit under the homestead, exemption, redemption, stay or appraisal laws of the State of Kansas. Should this instrument be executed by more than one person as Mortgagor, each and every obligation of Mortgagor herein set out shall be joint and several. Each and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective assigns and successors in interest.

IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal the day and year first above written.

*Kenneth P. Callicott*  
Kenneth P. Callicott (SEAL)

*Mary Carolyn Callicott*  
Mary Carolyn Callicott (SEAL)

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED that on this 29th day of March, 1971, before me the undersigned, a Notary Public in and for said county and state, personally appeared Kenneth P. Callicott and Mary Carolyn Callicott, his wife, who is (are) personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



*Donna F. Axline*  
Donna F. Axline, Notary Public in and for said County and State

My Commission Expires July 9, 1972

Recorded April 1, 1971 at 4:22 P.M.

*Janis Beam* Register of Deeds

Reg. No. 5,527  
Fee Paid \$39.00

BOOK 160

24566 Mortgage

Loan No. DC -3159

THE UNDERSIGNED,

Mark Allen Einhellig and Gloria Eugenia Einhellig, 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 Three (3) in Block Two (2), in Schwarz Acres Number  
Two, 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.