

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular 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.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set / their hand(s) and seal(s) the day and year first above written.

James W. Thompson [SEAL]
James W. Thompson

Ellen E. Thompson [SEAL]
Ellen E. Thompson

[SEAL]

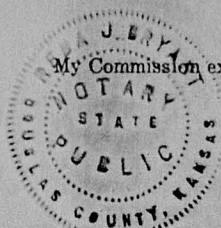
[SEAL]

STATE OF KANSAS,
COUNTY OF Douglas

ss:

BE IT REMEMBERED, that on this 12th day of April, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James W. Thompson and Ellen E. Thompson, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.



My Commission expires September 30, 1972.

Reba J. Bryant
Reba J. Bryant Notary Public.

Janice Beem Register of Deeds

Recorded April 12, 1971 at 11:17 A.M.

Reg. No. 5,552
Fee Paid \$40.00

24652

Mortgage

BOOK 160

Loan No. DC-3172

THE UNDERSIGNED:

Harry Dean Livingston and Patricia Livingston, 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:

Beginning at a point on the South line of the Northwest Quarter of the Northwest Quarter of Section Twenty-five (25), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian, 901.75 feet East of the Southwest corner thereof; thence North 330 feet, more or less, to the center of road; thence East 140 feet; thence South 330 feet, more or less, to the South line of the Northwest Quarter of the Northwest Quarter of said Section 25; thence West 140 feet to the point of beginning.

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.