

of the respective parties hereto.

APPROVED AS TO FORM AND CONTENT:

*Charles E. Elder*  
Judge of the Probate Court of Douglas  
County, Kansas

*Burch B. Higgins*  
Burch B. Higgins, as Conservator of the  
Estate of Earl Higgins, an Incapacitated  
Person;

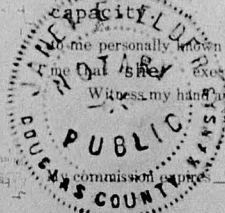
*Burch B. Higgins*  
Burch B. Higgins, wife of Earl Higgins,  
in her individual capacity.

STATE OF Kansas  
COUNTY OF Douglas }

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 1971, personally appeared Burch B. Higgins, as Conservator of the Estate of Earl Higgins, an Incapacitated Person; and Burch B. Higgins, wife of Earl Higgins, in her individual capacity.

to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.



*Janet E. Elder*  
JANET E. ELDER, Notary Public

Recorded May 3, 1971 at 3:05 P.M.

*James B. Boon* Register of Deeds

Reg. No. 5,605  
Fee Paid \$52.00

## Mortgage

BOOK 160 24873

Loan No. DC-3182

THE UNDERSIGNED,

John Laurence Day and Margaret C. Day, 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 Six (6) in Holiday Hills Number Seven, an Addition  
in the City of Lawrence, as shown by the recorded  
plat thereof.

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.