COMMONWEALTH OF MASSACHUSETTS, HAMPDEN County, ss.

Before ~~me, a~~ Notary Public in and for said County and Commonwealth, on this 17th day of May A.D. 1971, personally appeared Richard H. Shaw to me known to be the identical person who subscribed the name of the maker thereof, Monarch Life Insurance Company (a corporation duly organized, incorporated and existing under and by virtue of the laws of the Commonwealth of Massachusetts) to the foregoing instrument, as its Vice President, Real Estate and Mortgages and acknowledged to me that he executed the same, of his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein set forth, and acknowledged the execution of the same. That I am familiar with the seal of the said Monarch Life Insurance Company, and that the same was thereto affixed in my presence.

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

Notary Public

(My commission expires April 6, 1973)

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Recorded July 6, 1971 at 9:47 A.M. Register of Deeds

Reg. No. 5,856
Fee Paid $35.00

Mortgage

BOOK 161 Loan No. DC-3228

THE UNDERSIGNED

Clyde Wagner and Shirley Faye Wagner, husband and wife

of Lawrence County of Douglas State of Kansas

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

THE 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 26A of the Replat of Lots 3, 4, 5, 17, 18, 19, 24, 25 and 26 in Marvonne Meadows, a Subdivision 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, appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures or articles whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other things now or hereafter thereon or thereon, the furnishing of which is contemplated in leases by customary or appropriate in building codes, window shades, storm doors and windows, door screens, screen doors, in a door screen, awnings, stoves and water heaters (all of which are intended to be and are by the parties hereto 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. This Mortgage is hereby subordinated to the rights of all mortgagees, bondholders 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.