

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.

Charles Edward Hutchens
Charles Edward Hutchens [SEAL]

Sharon L. Hutchens
Sharon L. Hutchens [SEAL]

STATE OF KANSAS,
COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 16th day of July, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Charles Edward Hutchens and Sharon L. Hutchens, 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 February 28, 1972

Charles W. Hedges
Charles W. Hedges

Notary Public

Recorded July 22, 1971 at 10:46 A. M.

Janice Beem Register of Deeds
By *Shirley Naustly* Deputy

Reg. No. 5,897
Fee Paid \$86.25

Mortgage

BOOK 151

260

Loan No. 3237

THE UNDERSIGNED

Wallace P. Scales and Elouise T. Scales, husband and wife
of Lawrence, County of Douglas, State of Kansas

hereinafter referred to as the Mortgagor, do 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, State of Kansas, to wit:

Lot Thirty-four (34) in Alvarado Estates, an Addition to 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 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 thing now or hereafter the same as thereon, the furnishing of which by fixtures to houses is customary or appropriate, including screens, window shades, storm doors and screens, front coverings, screen doors, in a door bed, awnings, stairs 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 this 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.