Notice of the exercise of any option granted herein to the Mortgages is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective here, 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 "Mortgages" shall include any payce of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

STATE OF KANSAS,

COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 16th day of July ,19 71, 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 merpersonally known to be the same person (s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

88:

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

Written. TARY My Soundission expires February 28, 1972

Charles W. Tholes Charles W. Hedges 137

ance Been Register of Deeds

Charles Edward Hute

Shapen L. Hutchers

Recorded July 29, 1971 at 1:59 P.M.

Kons [SEAL]

[SEAL]

[SEAL]

[SEAL]

26119 Mortgage BOOK 161

Loan No. M-3243 THE UNDERSIGNED,

James C. Martin and Patricia A. Martin, 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 towi

Lot Five (5), in Block One (1), in Belle Haven South, an Addition to the City of Lawrence, as shown on the recorded plat in Plat Book 5, Page 9, recorded the 1st day of July, 1957.

The Montgagons understand and agree that this is a purchase money montgage. Together with all buildings, improvements, fixtures or appurtenances now or bereafter created 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 lesses is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-adoor beds, awnings, stores 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.