

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

\_\_\_\_\_  
[SEAL] Eldred Lee Earl [SEAL]  
Eldred Lee Earl  
\_\_\_\_\_  
[SEAL] Rosalee Earl [SEAL]  
Rosalee Earl

STATE OF KANSAS,

COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 30th day of July, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Eldred Lee Earl and Rosalee Earl, 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  
GPO 883-252

Recorded July 30, 1971 at 2:59 P.M.

James Beem Register of Deeds

Reg. No. 5,934  
Fee Paid \$49.50

BOOK 161

28140 Mortgage

Loan No. M-3244

THE UNDERSIGNED,

John Robert E. Lee, III and Mercile J. Lee, 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 Four (4) in Block Fifteen (15), in Indian Hills No. 2  
and Replat of Block Four (4) Indian Hills, 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 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.