

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.

Theodore L. Roberts II
Theodore L. Roberts, II

[SEAL]

Ruth Ann Roberts
Ruth Ann Roberts

[SEAL]

[SEAL]

[SEAL]

STATE OF KANSAS,
COUNTY OF Douglas

ss:

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 Theodore L. Roberts, II and Ruth Ann Roberts, 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.



Reba J. Bryant
Reba J. Bryant

Notary Public.

James Beem

Register of Deeds

Recorded July 30, 1971 at 3:23 P.M.

Reg. No. 5,932
Fee Paid \$65.00

MORTGAGE—Savings and Loan Form

BOOK 161 26135

MORTGAGE

This Indenture, Made this 30th day of July, 1971, A. D., 1971

LOAN NO. 470813

by and between William L. Brink and Betty Lou Brink, husband and wife

of Douglas County, Kansas; Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of TWENTY-SIX THOUSAND

AND NO/100-----(\$26,000.00)-----DOLLARS, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Lot 5 and that part of Lot 4 described as follows: Beginning at the Southeast corner of Lot 4, thence South 82°30' West 195.94 feet along the South line of said lot to the Southwest corner of said lot, thence Northerly along the West line of said Lot 64.28 feet, thence Southeasterly 166 feet more or less to the point of beginning; all in Block 6, in Four Seasons No. 3, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

Included in, and to be a part of this mortgage is all wall-to-wall carpet and two refrigerators.

It is agreed and understood that this is a Purchase Money Mortgage.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as a part of the plumbing therein, or for any purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.