

STATE OF KANSAS,

Douglas

County

Be It Remembered, That on this 3 day of September A. D. 1971

before me, the undersigned, a Notary Public

in and for said County and State, came Donald C. Nutt, President of the

Baldwin State Bank, Baldwin City, Kansas, a corporation

to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires

Carl A. Nutt

Notary Public

Recorded September 22, 1971 at 10:16 A.M.

James Beams Register of Deeds

Reg. No. 6,122
Fee Paid \$41.25

BOOK 162

26925

Mortgage

Loan No. DC-3281

THE UNDERSIGNED,

Robert L. Benson and Marjorie L. Benson, 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 Eleven (11), in Block Five (5), in 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, air-conditioning, 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.