

given to secure the payment of \$ 25,000.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 162, on page 240, together with the note, debt and claim secured by said mortgage, and the covenants contained in said mortgage.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed, this 23rd day of September, 1971.

Attest:

~~DOUGLAS COUNTY, KANSAS~~

The Prudential Investment Company

By M. C. Morse Vice President

James W. Sloan Secretary

32892 3M 12/65

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 23rd day of September, 1971, before me, the undersigned, a Notary Public in and for said County and State, came M. C. Morse, Vice President of the Prudential Investment Company a corporation, who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person duly acknowledged the execution of the same as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial

seal, the day and year last above written.



Marie Hine  
Notary Public

(Term expires April 13, 1975)

Recorded September 23, 1971 at 4:12 P.M.

Janice Beam Register of Deeds

Reg. No. 6,134  
Fee Paid \$42.50

MORTGAGE—Savings and Loan Form

BOOK 162

26960

MORTGAGE

This Indenture, Made this 23rd day of September, A.D. 1971

by and between E. Richard Carter and Luejutta Carter, husband and wife,

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

WITNESSETH, That the Mortgagor, for and in consideration of the sum of SEVENTEEN THOUSAND

AND NO/100-----(\$17,000.00) 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 Three (3), in Block Two (2), in India Addition,  
an Addition to the City of Lawrence, in Douglas  
County, Kansas.

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 thereto 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, toilets, 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 real estate 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.

PROVIDED ALWAYS and this instrument is executed and delivered to secure the payment of the sum of SEVENTEEN thousand and no/100-----DOLLARS, with interest thereon and such charges and advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date herewith, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in said note.