

MORTGAGE 47384 BOOK 102

THIS INDENTURE, Made this 27th day of September, 1952, by and between Theodore G. Metcalf and Sarah Elinor Metcalf, husband & wife, of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of The United States, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Six Thousand Four Hundred and no/100 - - - - - Dollars (\$6,400.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Beginning at a point 126.5 feet East of the Southwest corner of the Northeast Quarter of the South east Quarter of Section 1, Township 13 South, Range 19 East of the Sixth Principal Meridian; thence North 280 feet; thence East 115 feet; thence South 280 feet; thence West 115 feet to the point of beginning, in the City of Lawrence, Douglas County, Kansas.

Parties of the first part hereby convey to the parties of the second part the septic tank now located next westerly and adjoining the said parcel hereby conveyed, said tank being on the following described land, to-wit:

The Southwest Quarter of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 1, Township 13 South, Range 19 East, of the 6th P. M., less the north ten feet thereof, in the City of Lawrence, Douglas County, Kansas.

together with an easement to parties of the second part, the same being the right to use the said septic tank, distribution box, lines, lateral distribution field, and any other installations for the purpose of the disposition of water customarily emptied into a sewage disposal system, all located under the land of the said parties of the first part next westerly and adjoining the said parcel hereby conveyed, as above described, by which the sewage water of the said parcel is now carried into said septic tank, and for that purpose to make and forever to repair and maintain said septic tank and pipes leading to it as may be reasonable and proper, making good nevertheless at their own expense all damage which may be caused thereby to the past mentioned land.

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, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings 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 part of the plumbing therein, or for any other 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 the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.