

STATE OF Kansas

Douglas

COUNTY,

BE IT REMEMBERED, That on this 17<sup>th</sup> day of October A. D. 1956

before me, a Notary Public in the aforesaid County and State came Clarence W. James and Cora B. James

to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Sept. 18, 1958

J. UNDERWOOD Notary Public

I the undersigned, owner of the within mortgage, hereby acknowledge the full payment of the debt secured thereby, and authorize the Registrar of Deeds to enter the discharge of this mortgage. Dated this 10th day of April, 1958.  
Attest: John P. Peters, Cashier (Corp Seal) The Lawrence National Bank, Lawrence, Kansas  
By J. Underwood, Notary Public

FHA Form No. 2129a  
(Rev. January 1952)

## MORTGAGE

61028 BOOK 113

THIS INDENTURE, Made this 16 day of October, 1956, by and between

Ralph B. Freed and Alberta E. Freed, his wife  
of Lawrence, Kansas, Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 - Nine thousand nine hundred and no/100 - - - - - Dollars (\$9,900.00), 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 State of Kansas, to wit:

Beginning at a point 1011.5 feet South of the North line of the Northeast Quarter of Section 6, Township 13 South, Range 20, East of the Sixth Principal Meridian, and 337 feet East of the East line of Ninth Avenue; thence South 240 feet; thence East 100 feet; thence North 240 feet; thence West 100 feet to the point of beginning, in the City of Lawrence, Douglas County, Kansas.

It is understood and agreed 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, 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.