FilA Form Ns. 2126 m (Rev. Jaquary 1953)

MORTGAGE 58147

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THIS INDENJURE, Made this 28th day of November , 1955, by and between Murray M. Martz and Edna E. Martz, his wife,

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of Lawrence, Kansas, , Mortgagor, and

The First National Bank of Lawrence Lawrence, Kansas,

under the laws of the United States

, a corporation organized and existing , Mortgagee:

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WITNESSETH, That the Mortgagor, for and in consideration of the sum of ten thousand four hundred and no/100 - - - - - - - Dollars (\$10,400.00), 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:

Lot No. Five (5) in Block B in Southwest addition No. Two (2), an addition to the

City of Lawrence: <u>A</u>

To HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtënances 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; 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 estato, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgages, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully selzed in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warlrant and defend the title thereto forover against the claims and demands of all persons whomsoever.