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SEDGWICK COUNTY) BE IT REMEMBERED, That on this 19th day of May 1956, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Warren P. Lyttle who is personally known to me to be the same person who executed the

88.

the execution of the same. IN WITNESS WHERFOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

within instrument of writing and such person duly acknowledged

commission expires: Teb 4, 1960

CROCORNAL STREET

STATE OF KANSAS

Recorded June 4, 1956 at 2:10 F.M.

114

Register of Deeds.

Reg. N., 12,520 Fee Paid \$13,00

59753 Book 112

, Mortgagor, and

MORTGAGE

THIS INDENTURE, Made this 29th day of May , 19 56, by and between Howard P. Hood and Malinda C. Hood, his wife

of Lawrence, Kansas

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION under the laws of the United States , a corporation organized and existing , Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Five Thousand Two Hundred and no/100 - - - - - - Dollars (\$ 5200.00), 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:

> The South One Half of Lot 171 and the North 17 feet of Lot 173 on Connecticut Street, 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 tehements, 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 sttached 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.