60124 Book 113 MORTGAGE

This Indenture Made this 14th day of June

in the year of our Lord nineteen hundred and fifty-six

by and between J. B. YOUNG and JEANNE W. YOUNG, his wife,

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of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL MORTGAGE COMPANY, party of the second part: *Witnesseth*, That the said parties of the first part, in consideration of the sum of

FIFTEEN THOUSAND AND NO/100 - - - - - - DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

> The North One-half of Lots Twenty-two (22), Twenty-four. (24) and the North One-half of the East One-half of Lot Twenty-six (26) on Pickney Street, now Sixth Street, in the City of Lawrence, Kansas.

Together with hereditaments and appurtenances thereof, and all the estate, right, title and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto, that all shelving, counters, office, department and other partitions, all store fixtures, gas, air conditioning and electric fixtures, radiators, heaters, engines, and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit: