

Ks. Mtg. Form No. 1 Rev. 3-15-55

KANSAS MORTGAGE 66083 BOOK 118

THIS MORTGAGE, Made this 11th day of June, in the year One
 Thousand Nine Hundred and fifty eight by and between
 EMLAND BUILDERS INCORPORATED

of the County of Brown, State of Kansas, party of the first
 part, hereinafter referred to as "Mortgagor" whether one person or more, and CITY BOND AND
 MORTGAGE COMPANY, a corporation of Kansas City, Missouri, party of the second part, herein-
 after referred to as "Mortgagee",

WITNESSETH THAT:

The Mortgagor for and in consideration of FOURTEEN THOUSAND FOUR HUNDRED

AND NO/100- - - - - Dollars (\$ 14,400.00)

to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, has granted, bar-
 gained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortga-
 gee and to its successors and assigns forever all of the following described land and improvements
 thereon situated in the County of Douglas, State of Kansas, to-wit:

Lot 8, in Block 9, in PRAIRIE ACRES SUBDIVISION OF PARK HILL ADDITION, an
 Addition to the City of Lawrence, Douglas County, Kansas.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, includ-
 ing all fixtures and articles of personal property now or at any time hereafter attached to or used in any
 way in connection with the use, operation and occupation of the above described real estate, and any
 and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property in-
 cluding, but without being limited to, all screens, awnings, storm windows and doors, window shades,
 venetian blinds, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks,
 furnaces, radiators, gas and oil burners, stokers, automatic water heaters, elevators, and all heating,
 lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment
 of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of
 which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures
 and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, exec-
 utors, administrators, successors 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 subject
 to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances
 thereto belonging unto the Mortgagee and to its successors and assigns forever, provided always, and
 this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, The Mortgagor is justly indebted to the Mortgagee in the principal sum of FOURTEEN
 THOUSAND FOUR HUNDRED AND NO/100----- Dollars (\$ 14,400.00) and has agreed
 to pay the same with interest thereon according to the terms of a certain note or obligation in said prin-
 cipal amount, bearing even date herewith and made payable to the order of the Mortgagee and executed
 by the Mortgagor and providing for the payment thereof, all due, on the 10th day of December,
 1958.

PAYMENT OF PRINCIPAL AND INTEREST OF THE WITHIN NOTE IS HEREBY
 GUARANTEED,

PRESENTMENT, DEMAND AND NOTICE OF PROTEST WAIVED.

M. B. Landau

Mike Shea

E. D. Landau