

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas

County

ss.

Amelia J. Steele

(SEAL)

John Edwin Steele

(SEAL)

Erwin I. Steele

(SEAL)

Freda Mae Steele

(SEAL)

Be It Remembered, That on this 21 day of May A.D. 19 58

before me, the undersigned, a Notary Public

in and for said County and State, came Amelia J. Steele, a widow; John Edwin Steele, a single man; Erwin I. Steele and Freda Mae Steele, his wife,

to me personally known to be the same persons who executed the foregoing instrument of writing, 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

July 31 19 60

Ernest Klooz

Notary Public

RECORDED IN BOOK 118 AT 11:00 A.M.

Ref. No. 12,133

Fee Paid \$17.50

MORTGAGE—Savings and Loan Form

66114

BOOK 118

# MORTGAGE

This Indenture,

Made this 31st day of May

A.D. 19 58

by and between David A. Wheeler and Ruby P. Wheeler, husband and wife,

of Berrien County, Michigan

a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of

Eleven Thousand and No/100 (\$11,000.00)

the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Lot No. One (1), James-Farr Addition, an addition to the City

of Lawrence.

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, chateaus, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building 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 a part of the plumbing therein, or for any 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 free hold 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 ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.