

STATE OF KANSAS  
COUNTY OF Douglas

BE IT REMEMBERED, that on this 5<sup>th</sup> day of September, A. D. 1958, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. C. Murphree and Lillian M. Murphree,  
his wife who are personally

known to me to be the same person is who executed the within instrument of writing, and such person is duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



Hattie M. Fletcher  
Notary Public  
Hattie M. Fletcher

May 25, 1961

Register of Deeds

Reg. No. 14,362

Fee Paid \$9.25

MORTGAGE—Savings and Loan Form

66933

BOOK 119

### MORTGAGE

LOAN NO. \_\_\_\_\_

This Indenture, Made this 5th day of September A. D. 19 58

by and between Otis H. Marker and Ottice M. Marker, husband and wife,

of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Three Thousand Seven Hundred Fifty and No/100 (\$3,750.00) DOLLARS, 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:

Lots Seventeen (17), Eighteen (18), and Nineteen (19) in Block Two (2) in  
Homewood Gardens, 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, chattels, 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.