

67894 Book 120

MORTGAGE

THIS MORTGAGE made on this 5th day of August 1958, by and between

VERNON E. CARLSEN and MARGY K. CARLSEN, husband and wife,

of the County of Douglas and State of Kansas, hereinafter called the Mortgagor, whether one or more, and

hereinafter called the Mortgagee, whether one or more, Arthur S. Peck, Charles J. Brown, and Eugene W. Halsey d/b/a Holmes, Peck and Brown

WITNESSETH: That the said Mortgagor in consideration of money in the principal sum of FOURTEEN THOUSAND AND NO/100 -----Dollars (\$ 14,000.00) loaned by said Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged, and to secure the repayment of said principal sum, together with interest to become due thereon according to the terms of a certain promissory note hereafter described and also to insure the faithful performance of the covenants and agreements herein contained does by THESE PRESENTS, MORTGAGE AND WARRANT unto the Mortgagee his, their or its successors, heirs and assigns forever the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot 4, Block 1, BROADVIEW HEIGHTS, an addition to the City of Lawrence

TOGETHER WITH all and singular the tenements, hereditaments, buildings, improvements and privileges thereunto belonging to, or in any wise appertaining including, but not by way of limitation, all heating, plumbing and electrical equipment, hot water heaters, furnaces, tanks, window shades, awnings, storm and screen sashes and doors and air conditioning and refrigeration apparatus, all of which is understood and agreed to be an integral part of the real estate and appropriated to the use of said real estate, and whether affixed or annexed or not, shall for the purposes hereof be deemed conclusively to be real estate all of which said property is hereby conveyed and mortgaged and all of which is hereinafter referred to as "the premises".

TO HAVE AND TO HOLD the same unto the Mortgagee, his, their or its heirs, successors and assigns forever for the uses and purposes herein expressed.

WHEREAS the Mortgagor is indebted to the Mortgagee for money borrowed in the sum of FOURTEEN THOUSAND AND NO/100 -----Dollars (\$ 14,000.00), which sum is to be paid as follows: On January 1, 1959 interest plus \$12.15 on principal and thereafter One Hundred Fifteen (\$115.00) on the first day of each month with the last installment maturing July 1, 1973

with interest from the date hereof on unpaid principal, all according to the terms of a promissory note bearing even date herewith executed by the Mortgagor, and

WHEREAS to further secure the said indebtedness the Mortgagor hereby covenants and agrees with the Mortgagee and the holder from time to time of said note as follows:

For assignment see Book 121-92