

Reg. No. 18,245

Fee Paid \$22.50

FHA Form No. 1126a
(Rev. January 1952)

70161 BOOK 122

MORTGAGE

THIS INDENTURE, Made this 18th day of June, 1959, by and between
 Albert G. Smith and Carol A. Smith, his wife
 of Lawrence, Kansas, Mortgagor, and
 CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION
 under the laws of the United States, a corporation organized and existing
 Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nine Thousand Fifty
 and No/100 ----- Dollars (\$9050.00), the receipt of which
 is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors
 and assigns, forever, the following-described real estate, situated in the County of Douglas,
 State of Kansas, to wit:

Beginning at a point Fifty (50) feet West of the Southeast corner of
 Block Three (3), Earl's Addition, an Addition to the City of Lawrence,
 thence North One Hundred Thirty Three (133) feet, thence West Fifty (50)
 feet, thence South One Hundred Thirty Three (133) feet, thence East
 Fifty (50) feet to the point of beginning, Douglas County, Kansas.

(It is understood and agreed that 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, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings 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 part of the plumbing therein, or for any other 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 freehold 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 the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.