

FHA Form No. 125a
(Rev. January 1962)

70757

BOOK 122

MORTGAGE

THIS INDENTURE, Made this 28th day of July, 1959, by and between

Claud A. Aubry and Edith L. Aubry, husband and wife
 of Douglas County, Kansas, Mortgagor, and Charles F. Curry and

Company

under the laws of Missouri

, a corporation organized and existing
 , Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nine Thousand Seven Hundred and no/100----- Dollars (\$ 9,700.00), 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:

Lot Fifteen (15) in Block One (1) in Edgewood Park Addition Number Three (3) an Addition to the City of Lawrence as shown on the recorded plat thereof, in Douglas County, Kansas.

Subject to easements, reservations and restrictions if any of record.

The note hereby secured and herein described is given in partial payment of the purchase price on the above described property.

It is expressly agreed that this is a purchase money mortgage.

This mortgage is being re-recorded to show the correct final date of payment of said note.

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.

See assigned Doc Book 123 Page 465