

FHA Form No. 2129 a  
(Rev. January 1952)

70905 BOOK 122

# MORTGAGE

THIS INDENTURE, Made this 8th day of August, 1959 by and between  
James O. Shirley and Elizabeth P. Shirley, husband and wife  
of Lawrence, Douglas County, Kansas Mortgagee, 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 TWELVE THOUSAND THREE  
HUNDRED AND NO/100----- Dollars (\$ 12,350.00 ), 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 Twenty-seven (27) in Block Two (2), in Edgewood Park Addition Number  
Three (3), an Addition to the City of Lawrence, as shown on the recorded  
plat thereof.

Subject to restrictions, reservations, and easements now 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.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-  
ments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all appa-  
ratus, 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 form-  
ing 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 war-  
rant and defend the title thereto forever against the claims and demands of all persons whomsoever.

for mortgagee Joe Book 122 Page 362