

STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 28th day of August, A. D. 1959, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Eddie L. Eiffert and Betty Jean Eiffert, his wife

known to me to be the same person as who executed the within instrument of writing, and such person as 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.



June 18 1963

E. C. Place
E. C. Place Notary Public

Recorded August 28, 1959 at 2:40 P.M.

Harold A. Beck Register of Deeds

Reg. No. 15,424
Fee Paid \$27.75

FHA Form No. 113a
(Rev. January 1952)

71021 BOOK 123

MORTGAGE

THIS INDENTURE, Made this 20th day of August, 1959, by and between Robert G. Nixon and Norma J. Nixon, husband and wife of Lawrence, Douglas County, Kansas Mortgagor, and CHARLES F. CUREY AND COMPANY, a corporation organized and existing under the laws of MISSOURI Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of ELEVEN THOUSAND ONE HUNDRED AND NO/100-----Dollars (\$11,100.00), 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 Five (5) in Block Four (4) of Replat of Tract - A and Blocks Four and Five, in Edgewood Park Addition Number Three, an Addition to the City of Lawrence, Kansas, as shown on the recorded plat thereof, in Douglas County, Kansas.

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, 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.

For Instrument of Mortgage See Book 123 Page 506