

STATE OF KANSAS,

COUNTY OF Douglas

BE IT REMEMBERED, that on this 1st day of September, 1959, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lewis R. Berndt and Gladys Louise Berndt, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

My Commission expires

June 18 1963

E. C. Place

Notary Public.

Recorded September 9, 1959 at 11:45 A.M.

Harold A. Beck

Register of Deeds

Reg. No. 15,449

Fee Paid \$28.25

FHA Form No. 5122a
(Rev. January 1952)

71136 BOOK 123

MORTGAGE

THIS INDENTURE, Made this 1st day of September, 1959, by and between Joe Franklin Rittgers and Jenny L. Rittgers, his wife

of Baldwin, Kansas, Mortgageor, and
The Baldwin State Bank, Baldwin, Kansas

under the laws of Kansas, a corporation organized and existing
Mortgagee:

WITNESSETH, That the Mortgageor, for and in consideration of the sum of Eleven Thousand Three Hundred and no/100-Dollars (\$11,300.00), 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:

The West Half of Lot Forty-one (41) and all of Lot Forty-three (43) on Elm Street, in the City of Baldwin, Kansas

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 Mortgageor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgageor 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.