Kansas ATE OF Douglas COUNTY, 10th A. D. 1959. -----KIH! H Co Rawleigh C. Zilliox and Phyllis M. Zilliox, his TAD ted the foreo ent and duly on S ... who ex ing lastr to me personally known to be the saints po acknowledged the execution of the same, EREOF, I have he al on the day a 19 63

arold a.

Recorded September 14, 1959 at 2:25 P. M.

Reg. No. 15,471 Fee Paid \$30.75 135

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FHA Form No. 2128 m. (Rev. January 1952)

## MORTGAGE

71228 BOOK 123

THIS INDENTURE, Made this 11th day of September, 1959, by and between

CHARLES F. CURRY AND COMPANY , a corporation organized and existing under the laws of MISSOURI , Mortgagee:

WITNESSETT, That the Mortgagor, for and in consideration of the sum of TWELVE THOUSALD THREE DEDRED ANT NO/100-----Dollars (\$ 12, 350,00 ), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, it 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 Two (2) in Edgewood Park Addition Number Three (3), en 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 Hoto the premises described, together with all and singular the temements, hereditaments and appurtenances thereauto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, maintles, 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 atructures, gas and oil tanks and equipment erected or placed in or upon the said real estate, 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 fave 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, tille and interest of the Mortgagor of, in and to the mortgage premises unto the Mortgages, 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.