

FHA Form No. 113a
(Rev. January 1963)

71331 BOOK 123

MORTGAGE

THIS INDENTURE, Made this 21st day of September, 1959, by and between
 Kenneth S. Rothwell and Marilyn G. Rothwell, husband and wife
 of Lawrence, Kansas, Mortgagee, and
 Douglas County State Bank, Lawrence, Kansas
 under the laws of Kansas, a corporation organized and existing
 as Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Fourteen thousand
 eight hundred and no/100 - - - - - Dollars (\$14,800.00 - - -), 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 Twelve (12) in Block Three (3) in
 Holiday Hills, an Addition to the
 City of Lawrence

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

And the Mortgagee 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 assignment see Book 123 Page 405