

72610

BOOK 124

FHA Form No. 1129a
(Rev. January 1962)**MORTGAGE**

THIS INDENTURE, Made this 25th day of January, 1960, by and between
 and wife Edward J. Spineto, Jr., and Phyllis A. Spineto, husband
 of Lawrence, Douglas County, Mortgagor, and
 CHARLES F. CURRY AND COMPANY
 under the laws of the State of Missouri, a corporation organized and existing
 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 Ten (10), in Block Three (3), in Edgewood Park Addition Number
 Three (3), an Addition to the City of Lawrence, 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, 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.