

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Stephen J. Kandybowicz [SEAL]
Stephen J. Kandybowicz
Marinette N. Kandybowicz [SEAL]
Marinette N. Kandybowicz

STATE OF KANSAS,
COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 20th day of May, 1960, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared *Stephen J. Kandybowicz and Marinette N. Kandybowicz, his wife* to the 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 11-2-60

Marjorie Daniel
Marjorie Daniel Notary Public

Recorded May 20, 1960 at 2:20 P.M.

Harold A. Beck Register of Deeds
By: *Janice Beem* Deputy

Reg. No. 15,917

Fee Paid \$38.75

FHA Form No. 1159 m
(Rev. January 1955)

73462
MORTGAGE

BOOK 124

THIS INDENTURE, Made this 20th day of May, 1960, by and between John A. Emerson and Mary L. Emerson, husband and wife of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fifteen Thousand Five Hundred and no/100 ----- Dollars (\$15,500.00), 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:

Lots Fourteen (14) and Fifteen (15) in West Manor in Given Court, an addition to the City of Lawrence

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 assignment see Book 124 Page 642