

Kansas Form

74589 BOOK 126

**MORTGAGE**

Loan No.

Parties: THIS MORTGAGE made this 16th day of September, 1960, by and between  
Neers Construction Co., Inc.

of the County of Douglas and State of Kansas, hereinafter called the Mortgagor, and CHARLES F. CURRY AND COMPANY, a corporation organized and existing under the laws of the State of Missouri hereinafter called the Mortgagee.

**WITNESSETH:**

That said Mortgagor, for and in consideration of the sum of Thirty-One Thousand Six Hundred Twenty and No/100 Dollars (\$31,620.00)

the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto said Mortgagee all that parcel, piece or lot of land with the buildings and improvements now thereon or that may hereafter be erected thereon and all rents, issues and profits arising therefrom, situate, lying and being in the County of Douglas State of Kansas, to wit:

**Property:**

Lots Seven (7), Eight (8), and Eleven (11) in Block One (1), and Lot Thirty-Nine (39), in Block Six (6), in Edgewood Park Addition #4, an Addition to the City of Lawrence, in Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME unto said Mortgagee together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and all the estate, right, title and interest of said Mortgagor in and to the said described premises and the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed between said Mortgagor and said Mortgagee that all gas, air conditioning and electric fixtures, radiators, heaters, pumps, engines, and machinery, boilers, ranges, furnaces, thermostats, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and all other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice boxes, cooking apparatus and appurtenances, window screens, screen doors, storm doors, storm sashes, blinds, window shades, awnings, and all other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the one now or hereafter on said premises, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, trustees, successors or assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

**Warranty:** The said Mortgagor does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises herein granted; that the premises are free and clear of all encumbrances of every nature and kind whatsoever; that he will forever warrant and defend the same with appurtenances unto said Mortgagee against the lawful claims and demands of all persons whomsoever, and that they hereby waive all benefits of the homestead, exemption and staylaws of the State of Kansas.

**Description of Note** This Mortgage is given to secure the payment of the principal sum of Thirty-One Thousand Six Hundred Twenty and No/100 Dollars (\$31,620.00) according to the terms of one certain promissory note of even date herewith, payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, and payable to the order of CHARLES F. CURRY AND COMPANY at its office in Kansas City, Mo., or at such other place, either within or without the State, as the owner of the note may from time to time designate.

**Release of Mortgage** If said Mortgagor shall well and truly pay or cause to be paid the sums of money as provided in said note and shall duly keep and perform all of the covenants, agreements, terms and conditions herein contained, then these presents shall be null and void, but otherwise remain in full force and effect.

**COVENANTS** The said Mortgagor hereby covenants and agrees with said Mortgagee as follows:

**To Pay Note** To pay the indebtedness as hereinbefore provided promptly as the same becomes due, in accordance with the terms of the note secured by this mortgage.

**To Pay Taxes** To pay all taxes, assessments and public charges, general and special, of every nature, that may now or hereafter be levied or assessed upon or against said premises, the interest of the Mortgagee or this mortgage or the indebtedness secured thereby, when due and payable according to law and before they become delinquent.

for Partial Release see Book 126 Page 295  
for Release see Book 127 Page 390