

STATE OF KANSAS
COUNTY OF Douglas

BE IT REMEMBERED, that on this 26 day of June, A. D. 1961, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Marshall J. Fauhl and Ruth D. Fauhl, his wife who are personally known to me to be the same person who executed the within instrument of writing, and such person is duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



E. C. Place
Notary Public E. C. Place

Recorded June 26, 1961 at 3:05 P.M.

Harold A. Beck Register of Deeds

Reg. No. 16,864
Fee Paid \$22.50

MORTGAGE--Savings and Loan Form

77327 BOOK 128

MORTGAGE

This Indenture, Made this 19th day of June, A. D., 1961

LOAN NO. 470365

by and between William L. Lemcsany and Jean C. Lemcsany, husband and wife of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nine Thousand and

No./100 (\$9,000.00) ----- DOLLARS,

the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas State of Kansas, to-wit: Beginning at a point in the center of Warren (now Ninth) Street produced West from the City of Lawrence, 14.22 chains West of the East boundary of the Northwest Quarter of Section 36, Township 12, Range 19, thence South 5.05 chains, thence East 4.58 chains, thence North 5.05 chains, thence West 4.58 chains to the place of beginning, now in the City of Lawrence, less the following described tract: Beginning at a point in the center of Warren Street, (now Ninth Street), produced West from the City of Lawrence, at a point 938.42 feet West of the East boundary of the Northwest Quarter of Section 36, Township 12, Range 19, thence South 333.3, thence East 200 feet, thence North 203.3 feet, thence West 30 feet, thence North 30 feet, thence East 30 feet, thence North 100 feet, thence West 200 feet to the place of beginning.

(This is a purchase money mortgage)

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof, and also all apparatus, machinery, fixtures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, storm doors, storm windows, and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building 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 a part of the plumbing therein, or for any 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, fixtures and chattels 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 ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS that this instrument is executed and delivered to secure the payment of the sum of Nine Thousand and No./100 (\$9,000.00) ----- DOLLARS, with interest thereon and such charges and advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date herewith, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure in addition to the original indebtedness, any future advances made to said mortgagor, or any of them or their successors in title, by the mortgagee, and any and all indebtedness in addition to the amount above stated which the said mortgagor, or any of them is in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

For Partial Release See Book 130 Page 530