## 78545 BOOK 129

## MORTGAGE

THIS INDENTURE, Made this 10 day of October , 19 61 , by and between Bernard J. Hill, Jr., and Alma Darlene Hill, husband and wife of Lawrence, Kansas , Mortgagor, and

National Homes Acceptance Corporation under the laws of the State of Indiana

, a corporation organized and existing , Mortgagee:

Lot Eighteen (18), Block Two (2), of the Replat of Blocks Two (2), and Three (3), of Edgewood Park Addition No. Five (5), an Addition to the City of Lawrence, Douglas County, Kansas, according to the recorded plat thereof.

Subject to restrictions, reservations and easements now of record, if any.

The note herein described and secured hereby is given in partial payment of the purchase price of the above described property. This is a purchase money mortgage.

To Have and To Hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereupto 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 Mortgagoe 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.