

Reg. No. 17,480  
Fee Paid \$27.50

PHA Form No. 2129a  
(Rev. January 1952)

# MORTGAGE

78703 BOOK 129

THIS INDENTURE, Made this 1st day of November, 1961, by and between  
Kent I. Merchant and Evelyn M. Merchant, husband and wife,  
of Topeka, Kansas, Mortgagee, and  
City-Wide Mortgage 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 and no/100-----Dollars (\$ 11,000.00 & ), 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 Fourteen (14), in Block Two (2) of the Replat of Blocks Two (2) and Three (3),  
of Edgewood Park Addition Number 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.

## Hotpoint Built-in Range (RF-35)

The express enumeration of the foregoing items shall not be deemed to limit or  
restrict the applicability of any other language describing in general terms other  
property intended to be covered hereby.

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.

For Assignment See Book 130 Page 182  
For Assignment See Book 132 Page 360