

granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said part y of the second part his heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said part 1eg of the first part has hereunto set their hands, the day and year first above written.

Executed and delivered in presence of

X Ellsworth Westgate  
X Joan Westgate

Missouri

STATE OF KANSAS

County of Jackson

day of June 5, 1962

in and for the County and State aforesaid, came

Ellsworth Westgate and Joan Westgate

husband and wife

who are personally known to me to be the same person

person who acknowledged the execution of same.

NOTARY PUBLIC

My Commission Expires July 17, 1965

BE IT REMEMBERED, That on this 5th day of June, 1962, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Ellsworth Westgate and Joan Westgate husband and wife

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

Notary Public.

Recorded June 5, 1962 at 1:55 P.M.

Harold A. Beck Register of Deeds

Reg. No. 17,871  
Fee Paid \$37.50

MORTGAGE—Savings and Loan Form—(Direct Reduction Plan) 255-2

Hall Litho. Co., Inc., Topeka

# MORTGAGE

80674 BOOK 131

Loan No. DR 2632

THIS INDENTURE, made this 1st day of June, 1962, by and between

CLARENCE BENDER and JANE L. BENDER, his wife

of Douglas County, Kansas, as mortgagor, and

City Homes Savings Association

a corporation organized and existing

under the laws of Kansas with its principal office and place of business at Topeka

WITNESSETH: That said mortgagor, for and in consideration of the sum of FIFTEEN THOUSAND and NO/100 Dollars (\$15,000.00),

the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the county of Douglas and State of Kansas, to-wit:

Commencing at a point on the South side of Adams (now 14th) Street in the City of Lawrence, distant 187 1/2 feet West from the West line of Tennessee Street; thence running South 100 feet; thence West 62 1/2 feet; thence North 100 feet; thence 62 1/2 feet to the place of beginning, all in the Southwest quarter of Section 31, Township 12, Range 20, in the City of Lawrence.

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners; screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor hereby covenant with said mortgagee that he y are, at the delivery hereof, the lawful owner of the premises above conveyed and described, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that he y will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.