

BOOK 135

MORTGAGE

Parties

THIS MORTGAGE made this 26 day of July, 1933

by and between George Robert Brahler and Ella Marie Brahler, his wife

of the County of Douglas and State of Kansas,
hereinafter called the Mortgagor, and THE VICTORY LIFE INSURANCE COMPANY, a
corporation organized and existing under the laws of the State of Kansas, hereinafter called
the Mortgagee;

WITNESSETH:

That said Mortgagor, for and in consideration of the sum of Four Thousand and
No/100 ----- Dollars (\$4,000.00)

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 there-

Property

from situate, lying and being in the County of Douglas State of Kansas, to-wit:

The South Half of the West 125 Feet of Lot Five (5)
in Block Twelve (12) in Hillcrest Addition, an Addition
to the City of Lawrence, in Douglas County, Kansas.

The mortgagors herein do hereby covenant and agree that the lien of this
mortgage shall be concurrent with the lien of the mortgage executed by
these mortgagors to the mortgagee on April 4, 1935 in the principal sum
of \$16,000.00 and recorded in Book 109 at Page 25 of the records of the
Register of Deeds of Douglas County, Kansas, upon said real estate,
and the mortgage executed by these mortgagors to the mortgagee on April 2,
1933 in the principal sum of \$13,000.00 and recorded in Book 133 at Page
500 of the records of the Register of Deeds of Douglas County, Kansas,
upon said real estate, and that all of these mortgages are and shall be
concurrent first liens upon the real estate above described.

TO HAVE AND TO HOLD THE SAME unto said Mortgagee together with all and
singular the tenements, hereditaments and appurtenances thereto 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, 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 encum-
brances 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
Four Thousand and No/100 ----- Dollars (\$4,000.00)
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 The Victory Life Insurance Com-
pany at its office in Topeka, Kansas, or at such other place, either within or without the State,
as the owner of the note may from time to time designate.