

87030

BOOK 136

JUNIOR MORTGAGE - KANSAS

THIS INDENTURE, made this 20th day of February, 1964,  
by and between Ridge House, Inc.  
of the County of Douglas, and State of Kansas,  
party of the first part, and WESTINGHOUSE CREDIT CORPORATION, a Delaware  
corporation with principal address at 933 Penn Avenue, Pittsburgh,  
Pennsylvania 15230, party of the second part:

WITNESSETH, That the said party of the first part, for the  
consideration hereinafter mentioned, the receipt whereof is hereby  
acknowledged, does by these presents grant, bargain, sell and convey  
unto the said party of the second part, its successors and assigns,  
all of the following described real estate, situated in the County of  
Douglas and State of Kansas, to-wit:

Lots 1 and 18, in Block 15, in South Hills Addition No. 2,  
and Lot 13, in Block 4, in Southridge Addition No. 2, in  
the City of Lawrence, in Douglas County, Kansas.

TOGETHER WITH hereditaments and appurtenances thereof, and  
all the estate, right, title and interest of the party of the first  
part in and to the said described premises or the streets and alleys  
adjoining or adjacent to the same. And it is mutually covenanted  
and agreed by and between the parties hereto that all shelving,  
counters, office, department and other partitions, all store fix-  
tures, gas, air conditioning and electric fixtures, radiators,  
heaters, engines, and machinery, boilers, ranges, elevators and  
motors, bathtubs, sinks, water closets, basins, pipes, faucets and  
other plumbing and heating fixtures, mirrors, mantels, refriger-  
ating plant and iceboxes, cooking apparatus and appurtenances, and  
such other goods and chattels and personal property as are ever  
furnished by landlords in letting or operating a building, similar  
to the one herein described and referred to, 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 fix-  
tures and an accession to the freehold and a part of the realty as  
between the parties hereto, their respective successors, legal rep-  
resentatives and 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 conveyed by this mortgage.

TO HAVE AND TO HOLD the same, with all and singular the  
hereditaments and appurtenances thereunto belonging or in anywise  
appertaining, and all rights of homestead exemption, unto the said  
party of the second part, and to its successors and assigns forever.  
And the said party of the first part does hereby covenant and agree  
that, at the delivery hereof, it is the lawful owner of the premises  
above granted, and seized of a good and indefeasible estate of in-  
heritance therein, free and clear of all encumbrances except as  
hereinafter indicated, and that it will warrant and defend the same.