

FHA Form No. 1126a  
(Rev. August 1962)

89271 BOOK 138

**MORTGAGE**

THIS INDENTURE, Made this 1st day of September, 1964, by and between  
 Norman G. Miller and Peggy J. Miller, his wife  
 of Lawrence, Kansas, Mortgagee, and,  
 CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION  
 under the laws of the United States, a corporation organized and existing  
 Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twelve Thousand  
 Nine Hundred Fifty and No/100 - - - - - Dollars (\$ 12950.00 ),  
 the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mort-  
 gagee, its successors and assigns, forever, the following-described real estate, situated in the County of  
 Douglas, State of Kansas, to wit:

The East 17 feet of Lot Five (5), and the West 49.5 feet of Lot Six (6),  
 in Block B, in Southwest Addition Number 7, an Addition to the City of  
 Lawrence, Douglas County, Kansas.

(It is understood and agreed that this is a purchase money mortgage.)

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.