

89364 BOOK 138

KANSAS MORTGAGE

THIS MORTGAGE, Made this 16th day of September, in the year One Thousand Nine Hundred and Sixty-four by and between Matt S. Ross and Helen I. Ross, Husband and wife of the County of Johnson, State of Kansas, parties of the first part, hereinafter referred to as "Mortgagor" whether one person or more, and the OVERLAND PARK STATE BANK, a corporation, of Overland Park, Kansas, party of the second part, hereinafter referred to as "Mortgagee".

WITNESSETH THAT:

The Mortgagor for and in consideration of

Twenty thousand and no/100 -----Dollars (\$ 20,000.00)
to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortgagee and to its successors and assigns forever all of the following described land and improvements thereon situated in the County of Douglas, State of Kansas, to-wit:

The West 55 feet of Lot 14, less the West 2.08 feet thereof, in Block 4, of the Replat and Subdivision of Blocks 3 and 4 of Southwest Addition, and Addition to the City of Lawrence, in Douglas County, Kansas.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, venetian blinds, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, automatic water heaters, elevators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors 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 subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto belonging unto the Mortgagee and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, The Mortgagor is justly indebted to the Mortgagee in the principal sum of Twenty thousand and no/100 -----Dollars (\$ 20,000.00) and has agreed to pay the same with interest thereon according to the terms of a certain note or obligation in said principal amount, bearing even date herewith and made payable to the order of the Mortgagee and executed by the Mortgagor and providing for the payment thereof.