## 90065 BOOK 139 JUNIOR MORTGAGE - KANSAS

THIS INDENTURE, made this / 52 day of December, 1964, by and between William L. & Jean C. Lemesany of the County of Douglas , and State of Kansas, party of the first part, and WESTINHOUSE 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 <u>Douglas</u> and State of Kansas, to-wit:

WESt

The set one hundred fifty (150) feet of Lot One in Hillcrest Addition, Number four (4), an addition to the City of Lawrence, Douglas County, Kansas.

TOGETHER WITH hereditaments and appurtenances thereof, and all the estate, right, title and interest of the party of the first 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 ottors, 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 there one herein described 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 ashall 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