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BOOK 139

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MORTGAGE

This Indenture Made this 1st day of November
in the year of our Lord nineteen hundred and sixty-four
by and between
Quincy K. Seymour and Maxine B. Seymour, a/k/a Maxine Bell Seymour,
his wife

of the County of Franklin and State of Kansas, parties of the first part,
and THE PEOPLES NATIONAL BANK OF OTTAWA, Ottawa, Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
---Ten Thousand Nine Hundred Fifty-Six and 32/100---DOLLARS,
to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BAR-
GAIN, 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 Franklin and
State of Kansas, to-wit: also Douglas County.

Commencing at the N.W. corner of Block 2, of Sheldon and
Atkinson's Addition to the City of Ottawa; thence South
60 feet; thence East to Princeton Street; thence North
60 feet to Eighth Street; thence West to Main Street, and
place of beginning, Franklin County, Kansas.

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The N. 1/2 of the S.W. 1/4 of Section 34, the N.W. 1/4 of
the S.E. 1/4 of Section 34, and commencing 40 rods South
of the N.E. corner of the S.E. 1/4 of Section 34, thence
South 40 rods, thence West 80 rods, thence North 40 rods,
thence East to place of beginning, all in Township 14 S.,
Range 19 E., and containing in all 140 acres, more or less,
Douglas County, Kansas.

Together with hereditaments and appurtenances thereof, and all the estate, right, title and interest
of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adja-
cent 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 fixtures, gas, air conditioning and
electric fixtures, radiators, heaters, engines, and machinery, boilers, ranges, elevators and motors, bath-
tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, man-
tels, refrigerating plant and ice boxes, 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, simi-
lar 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 heirs,
executors, administrators, successors, legal representatives, 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 there-
unto 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 parties of the first part do
hereby covenant and agree that, at the delivery hereof, they are the lawful owners of the premises
above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all
incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of
said party of the second part, its successors and assigns, forever, against the lawful claims of all persons
whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions,
to-wit:

Hall Litho. Co., Inc. 49324

For Partial Release See Book 144 275