

## MORTGAGE

3334 BOOK 112

*Parties* THIS MORTGAGE made this 16th day of November, 1965,  
by and between The R - W Investment Co., Inc.

of the County of Douglas and State of Kansas  
hereinafter called the Mortgagor, and ~~THE KANSAS STATE BANK & TRUST COMPANY~~  
Douglas County State Bank & Trust Company, a  
corporation organized and existing under the laws of the State of Kansas, hereinafter called  
the Mortgagee.

## WITNESSETH:

That said Mortgagor, for and in consideration of the sum of -----

Sixteen Thousand and no/100-----Dollars (\$16,000.00.)  
the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto  
said Mortgagee all that parcel, piece or lot of land with the buildings and improvements now  
thereon or that may hereafter be erected thereon and all rents, issues and profits arising there-

*Property* from situate, lying and being in the County of Douglas, State of Kansas, to-wit:

Beginning at a point 425.8 feet North and 852 feet West of the  
Southeast corner of the Southeast Quarter of Section Six (6),  
Township Thirteen (13) South, Range Twenty (20) East; thence  
South parallel with the East line of said Quarter Section 90 feet;  
thence West 80 feet; thence North 90 feet; thence East 80 feet  
to point of beginning, in Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME unto said Mortgagee together with all and  
singular the tenements, hereditaments and appurtenances thereunto belonging, and all the estate,  
right, title and interest of said Mortgagor in and to the said described premises and the streets  
and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed between  
said Mortgagor and said Mortgagee that all gas, air conditioning and electric fixtures, radiators,  
heaters, pumps, engines and machinery, boilers, ranges, furnaces, thermostats, elevators and  
motors, bathtubs, sinks, water closets, basins, pipes, faucets, and all other plumbing and heating  
fixtures, mirrors, mantels, refrigerating plant and ice boxes, cooking apparatus and appurtenances,  
window screens, screen doors, blinds, window shades, awnings, and all other goods and chattels  
and personal property as are ever furnished by a landlord in letting or operating an unfurnished  
building similar to the one now or hereafter on said premises, 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 fixtures and an accession to the freehold and a part of the realty as  
between the parties hereto, their heirs, executors, administrators, trustees, successors or 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 covered by this mortgage.

## Warranty

The said Mortgagor does hereby covenant and agree that at the delivery hereof he is the  
lawful owner of the premises herein granted; that the premises are free and clear of all encum-  
brances of every nature and kind whatsoever; that he will forever warrant and defend the same  
with appurtenances unto said Mortgagee against the lawful claims and demands of all persons  
whomsoever, and that they hereby waive all benefits of the homestead, exemption and staylaws  
of the State of Kansas.

Description  
of Note

This mortgage is given to secure the payment of the principal sum of -----  
Sixteen Thousand and no/100-----Dollars (\$16,000.00.)  
according to the terms of one certain promissory note of even date herewith, payable in lawful  
money of the United States which shall be legal tender in payment of all debts and dues, public  
and private, at the time of payment, and payable to the order of ~~THE KANSAS STATE BANK & TRUST COMPANY~~  
Douglas County State Bank  
at its office in ~~Lawrence~~ Kansas, or at such other place, either within or without the State,  
as the owner of the note may from time to time designate.

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