443

Fee Paid \$31 2

## PEA Form No. 2130m (Rev. August 1962) 3717 BOOK 142 MORTGAGE THIS INDENTURE, Made this 28th day of December , 19 65, by and between Carl E. Creig and Carmen S. Craig, his wife of Douglas County, Kansas , Mortgagor, and THE FIDELITY INVESTMENT COMPANY , a corporation organized and existing , Mortgagee: under the laws of the State of Kansas WITNESSETH, That the Mortgagor, for and in consideration of the sum of TWELVE THOUSAND FIVE HUNDRED FIFTY AND MG/100- - - - Dollars (\$ 12,550.00 ). 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: Lot Fourteen (14), in Block Two (2), in Edgewood Park Addition Number Three (3), an Addition to the City of Lawrence, as shown on the recorded plat thereof 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, maniles, 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, 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, not, all of which apparatus, machinery, chattels and fixtures shall be considered as an anchinery of ing a part of the freehold and covered by this mortgage; and alsó all the estate, right, tille and interest of the Mortgagor of, in and to the mortgaged promises 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 a foresaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

( 33.3