514

Der Det 1 610 -

N

(Bar, August 1942)

BOOK 1LL 2705 MORTGAGE

This INDENTURE, Made this 16th day of September ,1965 , by and between Kenneth H. Koerner and Sherry K. Koerner, husband and wife of Lawrence, Kansas , Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States , Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Seven Thousand One Hundred and no/100-----Dollars (\$ 7100.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas , State of Kansas, to wit:

Lot Fifteen (15), in The Moramar Addition, an Addition in the City of Lawrence, Douglas County, Kansas

(It is understood and agreed that this is a purchase money mortgage.)

To Have AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, maniles, gas and electric light fixtures, sevents, 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 asid real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the asid freal estate by such attachment thereto, or ing a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgager of, in and to the mortgaged premises unto the Mortgages, 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 aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.