

BOOK 144

6295

# MORTGAGE

THIS INDENTURE, Made this 8th day of September, 1966, by and between  
DONALD L. BOETH and DORIS KATHLEEN BOETH, husband and wife  
of Lawrence, Kansas, Mortgagor, and  
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

under the laws of the State of New Jersey, a corporation organized and existing  
Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Eleven Thousand Eight  
Hundred Fifty and no/100 - - - - - Dollars (\$11,850.00),  
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 Nine (9) in Block One (1) in Tuggle Replat of University Field Addition  
No. 2, an Addition to the City of Lawrence, Douglas County, Kansas.

Mortgagor further agrees that when all indebted-  
ness secured hereby has been paid, this mortgage  
and all assignments herein contained shall be  
void and this mortgage shall be released by  
Mortgagee at the cost and expense of Mortgagor;  
otherwise to remain in full force and effect.

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, mantles, 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 or  
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,  
fixtures or chattels have or would become part of the said real estate by such attachment thereto, or  
not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and form-  
ing a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest  
of the Mortgagor of, in and to the mortgaged premises 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 aforesaid, and that he will war-  
rant and defend the title thereto forever against the claims and demands of all persons whomsoever.