

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 22nd day of November A.D. 1966, before me, the undersigned, a in and for the County and State aforesaid, came Duane Schwada President of Continental Construction Company, Inc. a corporation duly organized, incorporated and existing under and by

virtue of the laws of KANSAS, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Seal the day and year last above mentioned.



*Natalie F. Collins* NOTARY PUBLIC  
Natalie F. Collins

TERM Expires: 3-3-70

Recorded November 22, 1966 at 12:24 P.M.

*Janice Beam*

Register of Deeds

Reg. No. 1,635

Fee Paid \$41.25

PHA Form No. 2150a  
(Rev. August 1962)

BOOK 145 6954 MORTGAGE

THIS INDENTURE, Made this 21st day of November, 1966, by and between

BILLY RAY PRESTON and CHERYL DIANE PRESTON, his wife  
of Lawrence, Mortgagee, 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 Mortgagee, for and in consideration of the sum of **Sixteen Thousand Five Hundred and no/100** Dollars (\$ 16,500.00 ), 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 18, Block 5, in Schwarz Acres No. 2 an addition

to the City of Lawrence, Douglas County, Kansas

Mortgagee further agrees that when all indebtedness 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 Mortgagee; otherwise to remain in full force and effect.

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, 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 forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee 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.