

REMEMBERED, That on this 1st day of August 1967, before me the undersigned, a Notary Public in and for said County and State, came Maurice A. Roberts, Vice Pres. of THE FIDELITY INVESTMENT CO., of Wichita, Kansas, who is personally known to me to be the same person who executed the foregoing assignment of mortgage and said person duly acknowledged the execution of the same, as the free and voluntary act of said Company for the purpose and uses therein set forth. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Term Expires March 30, 1971

Elsie Renyer  
Elsie Renyer

Notary Public.

Recorded August 3, 1967 at 4:18 P.M.

James Beems Register of Deeds

Reg. No. 2,197  
Fee Paid \$29.25

FHA Form No. 3120a  
(Rev. August 1962)

BOOK 147

9888

## MORTGAGE

THIS INDENTURE, Made this 10th day of July, 1967, by and between Sheldon Adelberg and Bettina Z. Adelberg, his wife and Mina Adelberg, a widow 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 Eleven Thousand Seven Hundred Fifty and No/100-----Dollars (\$11,750.00), 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 Eight (8), in Block Four (4), in Edgewood Park Addition Number Four and Replat of Tract - A and Blocks Four and Five in Edgewood Park Addition Number Three (3), an Addition to the City of Lawrence, Kansas, as shown on the recorded plat thereof, 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, 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 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 warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.