



BOOK 147 10409

(Rev. August 1941)

MORTGAGE

570

THIS INDENTURE, Made this 6th day of September , 19 67 , by and between

Harold L. Marcum and Marcia Sue Marcum, his wife of Lawrence, Kansas , Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION , a corporation organized and existing , Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fifteen Thousand Nine Hundred and No/100----Dollars (\$15,900.00), 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 Five (5), in Block Three (3), in Edgewood Park Addition Number Four and Replat of Tract A and Blocks Four and Five in Edgewood Park Addition Number Three, an Addition to the City of Lawrence, Douglas County, Kansas

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

To Have any To Hoto 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 at elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at and all atructures, 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, instruces 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 freshold 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 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 aforeasid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.