176 STATE OF KANSAS, DOUGLAS COUNTY, ss. BE IT REMEMBERED, That on this 4th day of October A.D. 1967, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Duane Schwada, President of Continental Construction Company, Inc., uncertain duly organized, incorporated and existing under and by virtue 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. such person dury achievent of said corporation. IN TESTIMONY WHEREOF, I have beneunto set my hand, and affixed my Seal the day and year last above mentioned. TULOT Ray L. Ceulkston NOTARY PUBLIC Term expires: May 6, 1969. Beam Register of Deeds Reg. No. 2,414 Fee Paid \$38.50 THA Form No. 2120m (Rev. August 1962) 10759 MORTGAGE BOOK 148 THIS INDENTURE, Made this 2nd ' - day of October , 19 67, by and between John R. McClure and Paula R. McClure, his wife Lawrence, Kansas of , Mortgagor, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION , a corporation organized and existing , Mortgagee: under the laws of the United States WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fifteen Thousand Four Hundred and No/100-----Dollars (\$ 15,400.00), 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 Ten (10), in Block "D" in Southwest Addition Number Four (h), an Addition to the City of Lawrence, Douglas County, Kansas (It is understood and agreed that this is a purchase money mortgage.) To Have and To Hoto 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, awhings, 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.