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Reg. No. 3,713  
Fee Paid \$160.00

Form 5-26

R/E LOAN

16425

BOOK 153

## REAL ESTATE MORTGAGE

1<sup>st</sup>  
of Topeka

*This Indenture* Made this 14th day of February 19 69  
by and between LAPEKA, INCORPORATED

of the County of Shawnee and State of Kansas, parties of the first part,  
and THE FIRST NATIONAL BANK OF TOPEKA, Topeka, Kansas, party of the second part:  
Witnesseth, That the said parties of the first part, in consideration of the sum of  
Sixty-Four Thousand and No/100 ----- DOLLARS,  
to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BAR-  
GAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of  
the following described real estate, situated in the County of Douglas and  
State of Kansas, to-wit:

Lot 9, in Lawrence Industrial Park and Re-Plat of Lots 14 and 15, in  
Learnard Suburban Acres Division, an Addition to the City of Lawrence,  
as shown by the recorded plat thereof, in Douglas County, Kansas

Together with hereditaments and appurtenances thereof, and all the estate, right, title and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department and other partitions, all store fixtures, gas, air conditioning and electric fixtures, radiators, heaters, engines, and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors, legal representatives, and assigns, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that, at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit: