

MORTGAGE RECORD No. 78

Receiving No. 1017

Reg. No. 227
Fee Paid \$7.00Elmer P. Myers and Loretha L. Myers

TO

The Lawrence Building and Loan Association

State of Kansas,

County of Douglas,

ss.

This instrument was filed for record on the

24 day of August,1935, at 9:05 o'clock A. M.*Harold P. Beck*
Register of Deeds.

THIS INDENTURE, Made this twenty-third day of August, 1935, by and between Elmer P. Myers and Loretha L. Myers, his wife of Lawrence Kansas, Mortgagor, and The LAWRENCE BUILDING AND LOAN ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twenty eight hundred Dollars (\$ 2,800.00), 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 Seven (7) in Block Three (3) Haskell Place,
an addition to the City of Lawrence, Kansas

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances therunto 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.

This mortgage is given to secure the payment of the principal sum of Twenty eight hundred Dollars (\$ 2,800.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of Five per centum (5 %) per annum until paid, principal and interest to be paid at the office of The Lawrence Building and Loan Association in Lawrence Kansas in monthly installments of Eighteen and 57/100 Dollars (\$ 18.57), commencing on the first day of October, 1935, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the ~~first day of July, 1935~~ first day of July, 1955