

MORTGAGE RECORD No. 78

Receiving No. 1171

Reg. No. 276
Fee Paid \$7.50

State of Kansas.

County of Douglas.

ss.

This instrument was filed for record on the

17 day of September

1935, at 10:30 o'clock A. M.

Harold A. Beck
Register of Deeds.THIS INDENTURE, Made this First day of September, 1935, by and betweenAlfred M. Yancey and Gertrude Yancey, his wife,of Lawrence, Kansas, Mortgagee, and The First National BankLawrence, Kansas,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 Three Thousand and No/100 Dollars (\$ 3,000.00), 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 No. Twenty Four (24) in Block Sixteen (16) of Lane Place Addition, in the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto 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 present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would be 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

Three Thousand and No/100 Dollars (\$ 3,000.00), 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 fiveper centum (5 %) per annum until paid, principal and interest to be paid at the office of The First National Bank in Lawrence, Kansas,in monthly installments of Twenty Three and 73/100 Dollars (\$ 23.73), commencing on the first day of October, 1935, and on the first day of each month thereafter, until the principaland 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 September, 1950.

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