

MORTGAGE RECORD No. 78

270

Receiving No. 1292

Reg. No. 310
Fee Paid \$5.00

Nellie K. Asher and hus. (Dudley C.)

State of Kansas.

County of Douglas.

ss.

This instrument was filed for record on the

11 day of October,

1935, at 8:15 o'clock A.M.

Harold A. Beck
Register of Deeds.

TO
The Douglas County Building and Loan Association.

THIS INDENTURE, Made this 7th day of October, 1935, by and between

Nellie K. Asher and her husband, Dudley C. Asher

of Lawrence, Kansas., Mortgagee, and

The Douglas County Building and Loan Association

, a corporation organized and existing

under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Two Thousand and no/100 Dollars (\$ 2000.00), 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:

The North One Hundred (100) feet of Lot Twelve (12) in Block Seven (7) of Babcock's Addition to the City of Lawrence.

For Affidavit see Book 132 - Page 624

J. JOHN GALLAGHER, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing is a true and correct copy of the mortgage herein recorded as the same appears from the records of said court, on the 14 day of October, 1935, and that the same is duly recorded in Journal K K - page 236 - 1935. Witness my hand this 14 day of October, 1935.
John Gallagher
Clerk District Court.

TO HAVE AND TO HOLD 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, 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 Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee 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 Two Thousand and no/100 Dollars (\$ 2000.00), 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 Douglas County Building and Loan Association in Lawrence, Kansas. in monthly installments of Thirteen and 27/100 Dollars (\$ 13.27), commencing on the first day of December, 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 September 1936.

ATTEST:

Harold A. Beck

Register of Deeds