

# MORTGAGE RECORD No. 78

282

Receiving No. 1593

Reg. No. 394  
Fee Paid \$4.25

State of Kansas,

County of Douglas,

ss.

This instrument was filed for record on the

4 day of December

1935, at 4:30 o'clock P. M.

*Harold A. Beck*  
Register of Deeds.

THIS INDENTURE, Made this first day of December, 1935, by and between

Leslie L. Halberg and Gertrude Halberg, his wife,

of Lawrence, Kansas, Mortgagee, and

THE FIRST NATIONAL BANK, of Lawrence, Kansas,

a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Seventeen Hundred and no/100 ----- Dollars (\$1700.00), 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:

Beginning at the intersection of the West line of Vermont Street produced South from the City of Lawrence with the South line of Section Thirty-one (31), Township Twelve (12), Range Twenty (20); thence North on said West line of Vermont Street One Hundred Fifty and one-half (150½) feet; thence due East Fifty-four (54) feet; thence South One Hundred Fifty and one-half (150½) feet to the South line of said Section; thence West Fifty-four (54) feet to the place of beginning, all in the City of Lawrence.

STATE OF KANSAS, }  
COUNTY OF DOUGLAS } SS:

Be It Remembered, that on this second day of December, 1935, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared LESLIE L. HALBERG, to me personally known to be the same person who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

In Witness Whereof, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(SEAL) My Commission expires Jan. 27, 1939.

F. C. Whipple  
Notary Public.

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 therein forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Seventeen Hundred and no/100 ----- Dollars (\$1700.00), 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 First National Bank in Lawrence, Kansas, in monthly installments of Thirteen and 45/100 ----- Dollars (\$13.45) commencing on the first day of January, 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 1st day of December, 1950.

The undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and certify the Register of Deeds of this State to the discharge of this mortgage of record. The First National Bank of Lawrence City, F. C. Whipple, President (Corp. Seal)

This Register on the original Mortgage is filed this 4th day of Dec. 1935.