

MORTGAGE RECORD No. 78

308

It is No. 633
For P. M. \$5.00

Receiving No. 2459

Kenneth E. Hammig and wife (Esther G.)

TO

The Douglas County Building and Loan

Association.

State of Kansas,

County of Douglas,

ss.

This instrument was filed for record on the

5 day of June

19 36, at 2:35 o'clock P. M.

Harold A. Beck

Register of Deeds.

THIS INDENTURE, Made this 4th day of June, 19 36, by and between

Kenneth E. Hammig and his wife, Esther G. Hammig

of Lawrence, Kansas.

Mortgagor, and The Douglas County Building and Loan

Association

, a corporation organized and existing

under the laws of the State of Kansas-- Mortgagee:

WITNESSETH, That the Mortgagor, 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:

Lot Numbered Thirty Three (33) Learnard's Subdivision of a portion of Block Numbered Five (5) in South Lawrence, in the City of Lawrence in Douglas County, Kansas.

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 building 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, fixtures and chattels 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 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 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 40/100 Dollars (\$ 13.40

commencing on the first day of October, 19 36, and on the first day of each month thereafter, until the principal

and interest are fully paid, ~~and the Mortgagor covenants to pay the same in accordance with the terms of the promissory note and to pay the same in accordance with the terms of the promissory note and to pay the same in accordance with the terms of the promissory note~~