

MORTGAGE RECORD No. 78

Receiving No. 2747

Reg. No. 718
Fee Paid \$3.50

Herbert E. Smith and wife, (Hazel D.)
TO
The Douglas County Building and Loan Association

State of Kansas, }
County of Douglas, } ss.

This instrument was filed for record on the
24 day of July
1936, at 2:20 o'clock P. M.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 17th day of July, 1936, by and between
Herbert E. Smith and his wife, Hazel D. Smith
of Lawrence, Kansas, Mortgageor, 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 Mortgageor, for and in consideration of the sum of
Fourteen Hundred and no/100 - - - - - Dollars (\$1400.00), 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. Eleven (11) in Block No. Twenty Five (25) in Sinclair's Addition to 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 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 be-
come 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 Mortgageor
of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgageor 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
Fourteen Hundred and no/100 - - - - - Dollars (\$1400.00), 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 Eleven and 7/100 - - - - - Dollars (\$11.07),
commencing on the first day of September, 1936, and on the first day of each month thereafter, until the principal
and interest are fully paid, except that the date of payment of principal and interest, if not so made, shall be deemed payable as the interest
accrues thereon.