

MORTGAGE RECORD No. 78

Receiving No. 5161

Reg. NO. 1280
Fee Paid \$9.25

345

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

Luther A. Gustafson & Wife (Alice M.)
The Douglas County Building and Loan Association

This instrument was filed for record on the

8th day of November
19 37, at 8:15 o'clock A.M.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 2nd day of November, 19 37, by and between
Luther A. Gustafson and wife, Alice M. Gustafson

of _____, 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 Thirty Seven Hundred and no/100 Dollars (\$ 3700.00), 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 a point on the East line of Barker Avenue 860 feet South of the Northwest corner of the Northeast Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence South 104 feet more or less to the North line of the Roadway described in the deed recorded in Book 109, Page 373 of the records of Douglas County, Kansas, thence East on the North side of said roadway 75 feet thence North 104 feet, more or less, to a point 75 feet East of the point of beginning, thence West 75 feet to the place of beginning.

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 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 Thirty Seven Hundred and no/100 Dollars (\$ 3700.00), 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 Twenty Nine and 27/100 Dollars (\$ 29.27), commencing on the first day of December, 19 37, 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 thirtieth day of January 1938.