

Receiving No. 5709

MORTGAGE RECORD No. 78

Reg. No. 1395

Fee Paid \$16.25

Ivan C. Crawford and wife
TO

The Liberty Life Insurance Co.

State of Kansas,

County of Douglas,

ss.

This instrument was filed for record on the

18 day of March

19 38, at 11:30 o'clock A.M.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 17th day of March, 19 38, by and between

Ivan C. Crawford and Helen Lee Crawford, his wife

of Lawrence, Kansas, Mortgagee, and

The Liberty Life Insurance Company

, a corporation organized and existing

under the laws of Kansas

, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of > SIXTY FIVE HUNDRED and no/100

Dollars (\$ 6500.00), 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:

East 65 feet of Lot No. 4, in Block 2, West Hills, a residence district adjacent to the City of Lawrence, Kansas

To HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances therunto 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 SIXTY FIVE HUNDRED and no/100 - - - - - Dollars (\$ 6500.00), 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 Liberty Life Insurance Company in Topeka, Kansas or at such other place as the holder of the note may designate in writing, FIFTY ONE and 42/100 - - - - - Dollars (\$ 51.42), in monthly installments of June, 19 38, 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 June, 19 38. The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to ex-