

# MORTGAGE BOOK 89

Receiving No. 23890

Reg. No. 4241  
Fee paid \$9.50

FROM STATE OF KANSAS, County of Douglas, ss.  
This Mortgage was filed for record on the 7 day  
Edwin R. Elbel & Nora L. Elbel, his wife of July 1945, at 10:10 o'clock A. M.  
TO The First National Bank of Lawrence Lawrence, Kansas  
The First National Bank of Lawrence Lawrence, Kansas Register of Deeds.  
THIS INDENTURE, Made this twenty-second day of June, 1945, by and between  
Edwin R. Elbel and Nora L. Elbel, his wife  
of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence, Lawrence,  
Kansas, a corporation organized and existing under the laws of  
the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of  
Thirty-eight hundred and no/100 Dollars (\$ 3800.00 ), 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:

The East one-half (E $\frac{1}{2}$ ) of Lots Nos. three (3) and four (4)  
in Block nine (9) in Lane's First Addition to the City of  
Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances there-  
unto 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 fix-  
tures 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-eight hundred and no/100 Dollars (\$3800.00), 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 four and one-half per  
centum (4 $\frac{1}{2}$ %) per annum on the unpaid balance until paid, principal and interest to be paid at the office of  
The First National Bank of Lawrence in Lawrence, Kansas, or  
at such other place as the holder of the note may designate in writing, in monthly installments of  
Twenty-four and 05/100 Dollars (.24.05),  
commencing on the first day of August, 1945, 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  
July, 1965.

For assignment see book 89  
page 104