

## MORTGAGE BOOK 89

Receiving No. 28796

Registration No. 5001  
Fees Paid \$8.50

FROM STATE OF KANSAS, County of Douglas, ss.  
 JAMES E. & EVELYN S. KOCH This Mortgage was filed for record on the 5th day  
 of July 19 46, at 9:07 o'clock A. M.  
 TO LAWRENCE NATIONAL BANK LAWRENCE, KANSAS  
 THIS INDENTURE, Made this 26th day of June, 19 46, by and between  
 James E. Koch and Evelyn S. Koch  
 of Lawrence, Kansas, Mortgagee, and  
 The Lawrence National Bank, Lawrence, Kansas, a corporation organized and existing under the laws of  
 Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of  
 Three thousand, four hundred & no/100 Dollars (\$ 3,400.00 ), 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 One hundred seventy (170) on Massachusetts Street in the city of Lawrence, Kansas

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 fut-  
 ure 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 form-  
 ing 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 Three Thousand, Four Hundred & no/100  
 Dollars (\$ 3400.00 ), 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 & one-half per  
 centum ( 4½ % ) per annum on the unpaid balance until paid, principal and interest to be paid at the office of  
 The Lawrence National Bank in Lawrence, Kansas, or  
 at such other place as the holder of the note may designate in writing, in monthly installments of  
 Twenty Six and 01/100 Dollars (\$26.01 ),  
 commencing on the first day of August, 19 46, 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, 1961.