

Receiving No. 28993

MORTGAGE BOOK 89

Registration No. 5044
Fees Paid \$15.50

FROM

STATE OF KANSAS, County of Douglas, ss.

Maxmillian W. Miesse and Margaret Miesse, his wife This Mortgage was filed for record on the 18 day
 of July 19 46 at 9:25 o'clock A. M.
 The First National Bank of Lawrence Lawrence, Kansas
 Harold A. Beck Register of Deeds.

THIS INDENTURE, Made this 17th day of July, 19 46, by and between

Maxmillian W. Miesse and Margaret Miesse, his wife
 of Lawrence, Kansas, Mortgagee, 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 Mortgagee, for and in consideration of the sum of

Sixty-two hundred and no/100 Dollars (\$ 6200.00), 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:

Lots Nos. 61 and 62 in Fair Grounds Addition to the City of Lawrence

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, door 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 Six thousand two hundred and no/100

Dollars (\$ 6200.00), 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 (4½%) 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

Thirty-nine and 25/100

Dollars (\$39.25),

commencing on the first day of December, 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
 November, 1966.

See
 Release
 Book 104
 Page 529