

FHA Form No. 3126a
12-1-36 (Revised 1-1-37)
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MORTGAGE

THIS INDENTURE, Made this 26th day of September, 1937, by and between
Robert H. Selinger and Shirley M. Selinger, his wife
of Lawrence, Kansas Mortgagee and

CAPITAL FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 \$8800.00, 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:

Part of "Reserve" in Lane's First Addition to the City of Lawrence, Douglas County, Kansas, described as follows: Beginning at the Southwest corner of the Block bounded on the West by Illinois Street, on the South by Eighth Street and on the East by Mississippi Street, said point being the Northeast corner of Eighth and Illinois Streets; thence North along the West line of said Block 72 feet, thence East parallel with Eighth Street 74 feet, thence North parallel with Illinois Street 27 feet; thence East parallel with Eighth Street 20 feet, thence South parallel with Illinois Street 27 feet, thence West parallel with Eighth Street 7 feet, thence South parallel with Illinois Street 70.5 feet to the North line of Eighth Street, thence West along the North line of Eighth Street 55 feet to the point of beginning.

Also an easement over the West 7.25 feet of the East 72 feet of the West 151 feet of the South 103.5 feet of said Block for Driveway for ingress and egress to and from the above property.

Also an easement over, across and under the North part of the East 72 feet of the West 151 feet of the South 103.5 feet of said Block for the construction, repair and maintenance of sewer connections. Subject to an easement over the East 7.25 feet of the first above described tract for driveway for ingress and egress to and from the property East and adjoining.

(It is understood and agreed that this is a purchase money mortgage)

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, 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.

The original of this indenture being presented to me this 22nd day of December, 1947, above change of (14) under Section 613, in regard to (74) see under Section 203 and Title II, in paragraph 2, under (2) changed to: J. H. H. Signed: Harold A. Beck, Register of Deeds.