

FHA Form No. 2129a  
(For use under Section 263)  
(Revised 5-15-46)

36440 BOOK 94

## MORTGAGE

THIS INDENTURE, Made this 3rd. day of September, 1948, by and between  
 Leo H. Benker and Ruth E. Benker, his wife  
 of Lawrence, Kansas, Mortgagee, and The Lawrence National Bank  
 Lawrence, Kansas, a corporation organized and existing  
 under the laws of State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fifty-three Hundred  
 & no/100 - - - - - Dollars (\$ 5300.00 ), 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  
 State of Kansas, to wit:

Lot Eighty-three in Fair Grounds Addition to the City  
 of Lawrence, Kansas

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 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.