

## MORTGAGE

THIS INDENTURE, Made this 15th day of October, 1949, by and between  
Andy C. Hess and Mildred E. Hess, husband and wife,

of Lawrence, Kansas, Mortgagee, and  
The First National Bank of Lawrence, Lawrence, Kansas

under the laws of the United States, a corporation organized and existing  
Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Ten Thousand and  
no/100 - - - - - Dollars (\$10,000.00), 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:

Beginning at an iron pin which is 1217.2 feet East and 339.6  
feet South of the Northwest corner of Section 1, Township 13,  
Range 19 East; thence North 68 degrees 48 minutes, West 162  
feet to an iron pin; thence in a northeasterly direction on  
a curve to the right having a radius of 1567 feet, 105 feet;  
thence in a southeasterly direction 162 feet to a point 105  
feet more or less North and East from the point of beginning;  
thence in a southwesterly direction 105 feet more or less to  
the point of beginning.

said tract being otherwise described as:

Lot 57 and the South 5 feet of Lot 56 in Grandview Place, an  
addition adjacent to the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-  
ments and appurtenances therunto belonging, and the rents, issues and profits thereof; and also all appa-  
ratus, 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 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 war-  
rant and defend the title thereto forever against the claims and demands of all persons whomsoever.

26-3117-2