

72122

BOOK 124

## MORTGAGE

Parties THIS MORTGAGE made this 21st day of December, 1959,  
by and between HILLCREST BOWL, INC.

of the County of Douglas and State of Kansas  
hereinafter called the Mortgagor, and THE FIDELITY INVESTMENT COMPANY,  
a corporation organized and existing under the laws of the State of Kansas, hereinafter called  
the Mortgagee,

## WITNESSETH:

That said Mortgagor, for and in consideration of the sum of

One Hundred Thousand and 00/100 - - - - - Dollars (\$100,000.00)

to it in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged,  
do hereby grant, bargain, sell and convey unto said Mortgagee all that parcel, piece or lot of  
land with the buildings and improvements now thereon or that may hereafter be erected thereon  
and all rents, issues and profits arising therefrom situate, lying and being in the County of

Property Douglas, State of Kansas, to-wit:

A tract of land described as Beginning at the Northeast corner of Lot 3, in Centennial Park Addition No. 3, an Addition to the City of Lawrence, thence South 159.15 feet along the East boundary line of said Lot 3 to a point 63.46 feet North of the Southeast corner of said Lot 3, thence West 132.00 feet to a point on the line between Lot 3 and Lot 4, thence South 24.67 feet along said line to a point 40.50 feet North of the corner common to Lots 3, 4, 14 and 15, thence West 132.15 feet to a point on the line between Lot 4 and Lot 13, said point being 40.20 feet North of the Southwest corner of said Lot 4, thence continuing West 60.00 feet to a point on the West boundary of Lot 13, said point being 22.06 feet North of the Southeast corner of Lot 8, thence North 183.50 feet along the West boundary of said Lot 13 to a point at the Northwest corner of Lot 13 and on the Northern boundary of Centennial Park Addition No. 3, thence continuing North 30.00 feet across the vacated street in Centennial Park Addition, Lawrence, Kansas, to a point on the South line of Lot 7, thence continuing North 99.60 feet into said Lot 7, thence East 324.11 feet across Lot 7, and Lot 8, to a point 6.10 feet East of the line common to Lot 8 and Lot 9, and in line with the face of the curb lying South of the Rainey Drug Store, thence South 99.60 feet parallel to the boundary line common to Lot 8 and Lot 9 to a point on the South line of Lot 9 and 6.10 feet East of the corner common to Lot 8 and Lot 9, thence continuing South 30.00 feet across the vacated street to the point of beginning, all lying within Centennial Park Addition No. 3 and Centennial Park Addition in the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME unto said Mortgagee together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and all the estate, right, title and interest of said Mortgagor in and to the said described premises and the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed between said Mortgagor and said Mortgagee that all gas, air conditioning and electric fixtures, radiators, heaters, pumps, engines and machinery, boilers, ranges, furnaces, thermostats, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and all other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice boxes, cooking apparatus and appurtenances, window screens, screen doors, blinds, window shades, awnings, and all other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the one now or hereafter on said premises, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, trustees, successors or assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

## Warranty

The said Mortgagor do hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises herein granted; that the premises are free and clear of all encumbrances of every nature and kind whatsoever; that it will forever warrant and defend the same with appurtenances unto said Mortgagee against the lawful claims and demands of all persons whomsoever, and that they hereby waive all benefits of the homestead, exemption and staylaws of the State of Kansas.