

74772 BOOK 126

MORTGAGE

Parties THIS MORTGAGE made this 3rd day of October, 1960

by and between HILLCREST HOWL, 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 Seventy Five Thousand and 00/100 - - - - Dollars (\$175,000.00)

to it in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged,
do ss 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 Commencing at a point 6.10 feet East and 99.60 feet North of the Southwest corner of Lot 9, Centennial Park Addition, Lawrence, Kansas; thence South to a point on the East line of Lot 3, Centennial Park Addition No. 3, Lawrence, Kansas, 16.73 feet North of the Southeast corner of said Lot 3; thence West to a point on the South line of Lot 8, of said Centennial Park Addition No. 3, 85 feet West of the Southeast corner of said Lot 8; thence North on a line parallel with the East line of Lot 8 and Lot 5 of said Centennial Park Addition No. 3 to a point in Lot 6, of said Centennial Park Addition, 99.60 feet North of South line of said Lot 6; thence East 109.11 feet, more or less, to point of beginning.

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 ss hereby covenant and agree that at the delivery hereof it ss 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.

In Assignment of Mortgage See Book 126 page 237