

85781 BOOK 135

## MORTGAGE

THIS INDENTURE, Made this 2nd day of October, 1963, by and between  
Harvey C. Shaughency, Jr. and Elaine Shaughency, his wife  
of Douglas County, Kansas, Mortgagee, and  
The Fidelity Investment Company  
under the laws of the State of Kansas, a corporation organized and existing  
Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of  
Thirteen Thousand Five Hundred Fifty and 00/100 - - - Dollars (\$ 13,550.00 ),  
the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mort-  
gagee, its successors and assigns, forever, the following-described real estate, situated in the County of  
Douglas, State of Kansas, to wit:

Lot Twenty-eight (28), in Block Six (6), in Edgewood Park  
Addition No. Four (4), an Addition to the City of Lawrence,  
Douglas County, Kansas.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-  
ments and appurtenances thereunto 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.

*In Assignment of Mortgage also Book 135 Page 471 as recorded & in full  
of the Mortgage also Book 135 Page 422*