

86146 BOOK 136

## MORTGAGE

Parties THIS MORTGAGE made this 12th day of November, 1963

by and between Alvin D. Haverty and Nancy J. Haverty, his wife

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  
Fifteen Thousand and 00/100 - - - - - Dollars (\$ 15,000.00 )

to them 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:

Lot Four (4) in Block Seven (7) of Subdivision of Tract "A",  
Schwarz Acres, an Addition to 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  
they are 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 they 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.

See Assignment of Mortgage Doc 86146 Page 37