

773 BOOK 140

MORTGAGE

THIS INDENTURE, Made this 26th day of March, 1965, by and between William L. Lemesany and Jean C. Lemesany, his wife, of the County of Douglas and State of Kansas, hereinafter called the Mortgagors, and THE FIDELITY INVESTMENT COMPANY, a corporation, organized and existing under the laws of the State of Kansas, hereinafter called Mortgagee:

WITNESSETH:

That the Mortgagor, for and in the consideration of the sum of Two Hundred Twenty Thousand and No/100ths Dollars (220,000.00), 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:

The East 152.28 feet of Lot 1 in Hillcrest Addition No. 4,
an Addition to the City of Lawrence, Douglas County, Kansas.

This Mortgage is given to secure the principal sum above stated with interest thereon as evidenced by a certain Promissory Note of even date, the last installment of which is due on November 1, 1985, the terms of which are hereby incorporated herein by reference.

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 refrigerators, freezers, cooking apparatus, including stoves, ranges and ovens, dishwashers, garbage disposal units, exhaust hoods or vents, washers and dryers, and all wall-to-wall carpeting, 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 personal 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.

AND SAID MORTGAGOR hereby covenants with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee, at all times hereafter, peaceably and quietly to enter upon, occupy, and enjoy said land and the herein-described property and every part thereof; that said land and property and every part thereof is free from all liens and encumbrances; that said Mortgagor will make such other and further assurances to perfect the fee simple title to said land and property in said Mortgagee as may hereafter reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and property, and will defend the same against the lawful claims of all persons whomsoever.

*In Assignment of Mortgage see Book 142 Page 258
In Modification Agreement see Book 142 Page 457*