## PEA Form No. 1139m (Ber. August 1963)

## BOCK 112 3178 MORTGAGE

THIS INDENTURE, Made this 29th day of October , 1965, by and between Francis W. Ludvicek and Mary S. Ludvicek, his wife of Douglas County, Kansas , Mortgagor, and

## The Fidelity Investment Company

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Eight Thousand Two Hundred and 00/100 Dollars (\$ 8,200,00 ), the 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:

> Lot Two (2), Block Three (3), in Town and Country Addition Number Two (2), an Addition to the City of Lawrence, Douglas County, Kansas.

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To Have and To Hoto the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, 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, or attached to or used in connection with the said real estate, or to any other purpose appertising to the present or future use or improvement of the said real estate by such attachment thereto, or buildings and the said real estate, or to any other purpose appertising to the present or future use or improvement of the said real estate by such attachment thereto, or on, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and formtors at part of the freehold and covered by this mortgage; and also all the estate, right, title and interest 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 warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.