

KANSAS MORTGAGE

THIS MORTGAGE, made this 31st day of March, 1966, by and between
William L. Lemesany and Jean C. Lemesany, his wife

BOOK 143 1793

called the "Borrower"), Mortgagor, and THE FIDELITY INVESTMENT COMPANY, a corporation, (hereinafter called the "Lender"), Mortgagee;

WITNESSETH: That the "Borrower," for and in consideration of the sum of ONE HUNDRED SEVENTY FIVE THOUSAND and no/100-----Dollars (\$ 175,000.00), as

evidenced by a certain promissory note of even date herewith, the final payment of which is due on November 1, 1986 and by reference being made a part hereof to the same extent as though set out in full herein, does by these presents mortgage and warrant unto the "Lender," its successors and assigns, forever, to secure the payment of the principal sum above stated with interest, the following described property, (hereinafter called the "Mortgaged Property"), to-wit:

(a) The following described real estate, situated in the County of Douglas, State of Kansas:

Lots 2 and 3 in Mount Ross Addition, an Addition to the City of
Lawrence, Kansas.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the real estate, and all fixtures, machinery, equipment of every nature whatsoever now or hereafter owned by the "Borrower" and located in, on or used or intended to be used in connection with the operation of said real estate, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) And a security interest in and to the following described personal property located on the real estate:

30 Ranges, 30 Refrigerators, all carpeting in hallways, and all/carpeting
in 30 apartment units
wall to wall

and all other personal property of every nature whatsoever now or hereafter owned by the "Borrower" and located on or used in connection with the operation of the real estate including, but not limited to, refrigerator, carpets, furniture, lawn furniture, playground equipment, ranges, drapes, laundry and dry cleaning equipment and machines, pool equipment, tools, air conditioners, and all other personal property hereafter acquired by "Borrower" and located on the real estate including replacements and any additional personal property acquired after the date of this mortgage, it being understood that where prior conditional sales or chattel mortgages exist on the above described personal property that this lien so granted shall affix to all rights and title of the "Borrower" in the property together with benefit of any deposits or payments now or hereafter made by the "Borrower" or on its behalf.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the "Borrower," and the reversion and reversions, remainder and remainders, rents, issues, profits, thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the "Borrower" of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the "Mortgaged Property" from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to "Borrower," however, so long as "Borrower" is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and,

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. "Lender" is hereby authorized on behalf and in the name of "Borrower" to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. "Lender" may apply all such sums or any part thereof so received, after the payment of all its expenses including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.