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Reg. No. 2,065  
Fee Paid \$9.75

587

BOOK 146 9040 SECOND MORTGAGE

Parties -- THIS MORTGAGE made this 13th day of June, 1967, by and between Donald L. Sitler and Velta M. Sitler, 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 Three Thousand Nine Hundred and 00/100 Dollars (\$ 3,900.00 )

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 10, in Block 12, in Indian Hills No. 2 & Replat of Block 4 Indian Hills, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in 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.

Description of Note This mortgage is given to secure the payment of the principal sum of Three Thousand Nine Hundred and 00/100 Dollars (\$ 3,900.00 ) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment and payable with the interest at the rate of Six & Three-fourths per cent (6-3/4%) per annum on the unpaid balance until paid; principal and interest to be paid at the office of The Fidelity Investment Company in Wichita, Kansas, or at such other place either within or without the State as the owner of the note from time to time shall designate in writing, in monthly instalments of Twenty Six and 95/100 Dollars (\$ 26.95 ) commencing on the first day of October, 1967, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the first day of September, 1967.

Release of Mortgage If said Mortgagor, shall well and truly pay or cause to be paid the sums of money as provided in said note and shall duly keep and perform all of the covenants, agreements, terms and conditions herein contained, then these presents shall be null and void, but otherwise remain in full force and effect.

COVENANTS The said Mortgagor, hereby covenant and agree with said Mortgagee as follows:  
To Pay Note To pay the indebtedness as hereinbefore provided promptly as the same becomes due, in accordance with the terms of the note secured by this mortgage.

For Assignment of Mortgage Book 146 - Page 299