

MORTGAGE

9978 BOOK 147

THIS INDENTURE, Made this 3rd day of August, 19 67, by and between
Donald B. Smith and Beverly Joan Smith, his wife
of Douglas County, Kansas, Mortgagor, and
THE FIDELITY INVESTMENT COMPANY

under the laws of the State of Kansas, a corporation organized and existing
Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twenty One Thousand
Five Hundred and 00/100 ----- Dollars (\$ 21,500.00), 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 property, situated in the county of Douglas
State of Kansas, to wit:

Lot Three (3), in Block Five (5), in Holiday Hills, an
Addition to the City of Lawrence, Douglas County, Kansas

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues
and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said
rents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used
in connection with the premises herein described and in addition thereto the following household appli-
ances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the
security of the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby
conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey
the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims
and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a cer-
tain promissory note of even date herewith, the terms of which are incorporated herein by reference,
payable with interest at the rate of Six per centum (6 %) 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 as the holder of the note may designate, in writing delivered or mailed to the Mort-
gagor, in monthly installments of One Hundred Twenty Eight & 91/100 Dollars (\$ 128.91),
commencing on the first day of September, 19 67, and continuing on the first day of each month
thereafter, until said note is fully paid, except that, if not sooner paid, the final payment of principal and
interest shall be due and payable on the first day of August, 19 97

The Mortgagor covenants as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note,
at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without
premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or
~~one hundred dollars (\$100.00), whichever is less~~ in accordance with the Amortization Schedule
on the first day of any month.
2. Together with, and in addition to, the monthly payments of principal and interest payable under
the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as trustee (under the
terms of this trust as hereinafter stated) until the said note is fully paid:
 - (a) A sum equal to the ground rents if any and the taxes and special assessments next due on the
premises covered by this mortgage, plus the premiums that will next become due and payable
on policies of fire and other hazard insurance on the premises covered hereby (all as estimated
by the Mortgagee, and of which the Mortgagor is notified), less all sums already paid therefor,
divided by the number of months to elapse before one month prior to the date when such
ground rents, premiums, taxes and assessments will become delinquent, such sums to be held
by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments,
before the same become delinquent.
 - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the
note secured hereby, shall be paid in a single payment each month, to be applied to the follow-
ing items in the order stated:
 - (i) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

for Assignment of Mortgage for Book 14 9859