

69

For Assignment See Book 149 Page 370
For Assignment See Book 149 Page 369

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.

FORM FOR MORTGAGE 4000 12-60

Description of Note

This mortgage is given to secure the payment of the principal sum of Eighteen Thousand Seven Hundred and 00/100 Dollars (\$18,700.00) 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 One Hundred Twenty One and 29/100 Dollars (\$121.29) commencing on the first day of February, 1968, 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 January, 1998.

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.

To Pay Taxes

To pay all taxes, assessments and public charges, general and special, of every nature that may now or hereafter be levied or assessed upon or against said premises; the tax payments to be made in 12 equal monthly instalments, each instalment to be in an amount equal to 1/12 of the annual taxes next due on the premises covered by this mortgage, less all sums already paid therefore, which monthly instalments shall be made together with and in addition to the monthly payments on principal and interest, payable under the terms and conditions of the note secured hereby, said sum to be held by the mortgagee in trust to pay said taxes before the same becomes delinquent.

To Maintain Improvements

To keep all the improvements on said premises in good order and repair and not to do or permit waste on said premises, or to do or permit any other act whereby the property hereby conveyed shall become less valuable.

To Insure

To keep the buildings on said premises constantly insured for the benefit of said mortgagee against loss in such companies and for such coverage and amounts as may be satisfactory to said mortgagee until the debt secured hereby is fully paid; the premiums becoming due on the policies insuring the premises covered by this mortgage shall be paid in 12 equal monthly instalments, each instalment to be in an amount equal to 1/12 of the annual premium next due on the policies insuring the premises covered by this mortgage, less all sums already paid therefore, which monthly instalment shall be made together with and in addition to the monthly payments of principal and interest payable under the terms and conditions of the note secured hereby, said sum to be held by the mortgagee in trust to pay the premiums above mentioned before the same becomes delinquent.

To Furnish Abstract

To furnish and leave with said Mortgagee during the existence of said loan, abstracts of title covering said land.

DEFAULT

It is expressly understood and agreed between the parties hereto as follows:

In Payment of Note

That should said Mortgagor... fail to pay any part of the principal or interest according to the terms of the note secured by this mortgage or fail to perform all and singular the covenants and agreements herein contained, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.