

BOOK 148

10711 MORTGAGE

Parties THIS MORTGAGE made this 28th day of September, 1967,
by and between HIRD, INCORPORATED

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
Twenty Eight Thousand and 00/100 ----- Dollars (\$ 28,000.00)

to it in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged,
do es 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 Twenty-three (23) in Holiday Hills No. Five,
an Addition to the City of Lawrence, as shown by
the recorded plat thereof.

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, radi-
ators, 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 es hereby covenant and agree that at the delivery hereof
it is 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 it 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.