

421

Reg.No.2,537  
FeePaid \$10.75

BOOK 148

11237

SECOND

## MORTGAGE

Parties

THIS MORTGAGE made this 27th day of October, 1967,  
by and between Roger L. Kaesler and Marilyn A. Kaesler, 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  
Four Thousand Three Hundred and 00/100 Dollars (\$4,300.00)

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 8 in Holiday Hills No. 8, 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, 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 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  
Four Thousand Three Hundred and 00/100 Dollars (\$4,300.00)  
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 Seven and  
89/100 Dollars (\$27.89) commencing on the first day  
of May, 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 April, 1998

For Assignment See Book 150 Page 90