

MORTGAGE

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BOOK 148

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Parties THIS MORTGAGE made this 19th day of December, 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

Nineteen Thousand Five Hundred and 00/100 ----- Dollars (\$ 19,500.00)

to it in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged,
do. ss. 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 40 in Holiday Hills Number Six, 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, radia-
tors, 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. ss. 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.

Description of Note

This mortgage is given to secure the payment of the principal sum of
Nineteen Thousand Five Hundred and 00/100 ----- Dollars (\$ 19,500.00)
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 Seven per cent (7 %) 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
Interest on amount disbursed DOLLARS (\$) commencing on the first day
of January, 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 July, 1968.

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.