

SECOND

BOOK 148

10605

MORTGAGE

BOOK 149

11973

Parties

THIS MORTGAGE made this 19th day of September, 1967

by and between Charles W. Hedges and L. Ivonne Hedges, 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

Three Thousand Seven Hundred Fifty and 00/100 ----- Dollars (\$3,750.00)

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:

~~The West 4 feet of Lot 18, a Pl of Lot 19, and the East 2 feet of
Lot 20, in Holiday Hills No. Five, in the City of Lawrence, in
Douglas County, Kansas, as shown by the recorded plat thereof.~~

The West 4 feet of Lot 18, a Pl of Lot 19, and the East 2 feet of
Lot 20, in Holiday Hills No. Five, in the City of Lawrence, in
Douglas County, Kansas, as shown by the recorded plat thereof.

This Mortgage is re-recorded to correct legal description of
Mortgage recorded in Book 148, Pages 34-37.

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 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.

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