

S E C O N D

MORTGAGE

10649

BOOK 148

11975

BOOK 149

Parties

THIS MORTGAGE made this 19th day of September, 1967

by and between Dwight R. Perry and Barbara J. Perry, 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:

Lot 18, less the West $\frac{1}{2}$ feet thereof, in Holiday Hills
 No. Five, an Addition to the City of Lawrence, as shown
 by the recorded plat thereof, in Douglas County, Kansas.

This Mortgage is re-recorded to correct legal description
 of Mortgage recorded in Book 148, Pages 71-73.

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 owners 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.

The Reinvestment of Mortgages See Book 149 Pages 177