

IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal the day and year first above written.

Eugene R. Wagner
Eugene R. Wagner

(SEAL)

Vivian L. Wagner
Vivian L. Wagner

(SEAL)

Missouri
STATE OF MISSOURI

COUNTY OF St. Louis

BE IT REMEMBERED that on this 13 day of November, 19 68, before me the undersigned, a Notary Public in and for said county and state, personally appeared Eugene R. Wagner and Vivian L. Wagner, his wife who is (are) personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires March 21, 1970

Notary Public in and for said County and State

LEONARD E. Fick

Recorded November 15, 1968 at 3:12 P.M.

James C. Bann Register of Deeds
By Due Neustetter Deputy

Reg. No. 3,448

Fee Paid \$8.75

15300
BOOK 152

SECOND
MORTGAGE

Parties THIS MORTGAGE made this 8th day of November, 19 68,

by and between Roy L. Beher and Rose A. Beher, 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, s., for and in consideration of the sum of Three Thousand

Five Hundred and 00/100 Dollars (\$ 3,500.00.)

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 Forty-Two (42), in Holiday Hills No. Six (6), an
Addition to the City of Lawrence, 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, s. 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, s. and said Mortgagee that all gas, air conditioning and electric fixtures, radiators, 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, s. do hereby covenant and agree that at the delivery hereof they are the lawful owner, s. 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.

for Assignment See Book 152 Page 38