

16224

KANSAS MORTGAGE

BOOK 152

THIS MORTGAGE, made this 21st day of February, 1969, by and between

Hird Incorporated

called the "Borrower"), Mortgagor, and THE FIDELITY INVESTMENT COMPANY, a corporation, (hereinafter called the "Lender"), Mortgagee;

WITNESSETH: That the "Borrower," for and in consideration of the sum of Four Hundred Eighty Thousand and 00/100 Dollars (\$ 480,000.00), as evidenced by a certain promissory note of even date herewith, the final payment of which is due on March 1, 1970, and by reference being made a part hereof to the same extent as though set out in full herein, does by these presents mortgage and warrant unto the "Lender," its successors and assigns, forever, to secure the payment of the principal sum above stated with interest, the following described property, (hereinafter called the "Mortgaged Property"), to-wit:

(a) The following described real estate, situated in the County of Douglas, State of Kansas:

That part of Lot Twenty-eight (28), in Holiday Hills Number Seven, an Addition to the City of Lawrence, Douglas County, Kansas, described as follows:

Beginning at the South corner of Lot Twenty-seven (27), in said Holiday Hills Number Seven; thence Northeasterly along the South line of said Lot Twenty-seven (27) 129.77 feet; thence North along the East line of Lots Twenty-seven (27), Twenty-six (26), and Twenty-five (25) in said Holiday Hills Number Seven 169.34 feet; thence South 77° 30' East 220.0 feet; thence South 17° 07' East 490.0 feet; thence Southwesterly to a point on the Southwest line of said Lot Twenty-eight (28) 170.23 feet Southeasterly of the point of beginning, said distance being measured along the Southwest line of said Lot Twenty-eight; thence Northwesterly along the Southwest line of said Lot Twenty-eight (28) 287.30 feet; thence Northwesterly along the West line of said Lot Twenty-eight (28) 182.93 feet to the point of beginning, all being in Holiday Hills Number Seven, an Addition to the City of Lawrence, Douglas County, Kansas.

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the real estate, and all fixtures, machinery, equipment of every nature whatsoever now or hereafter owned by the "Borrower" and located in, on or used or intended to be used in connection with the operation of said real estate, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) And a security interest in and to the following described personal property located on the real estate:

All wall to wall carpeting in apartments, 22 refrigerators, 22 ranges.

REGISTRATION FEE

Non-Resident
Indebtedness 480,000.00 Fee \$1,200.00
made this 21st day of February, 1969

State of Kansas, Douglas County, ss.

Filed and Entered in Vol. _____

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FEB 21 1969

Register of Deeds, Douglas Co., Kansas

Register of Deeds

By _____ Deputy 6.00

and all other personal property of every nature whatsoever now or hereafter owned by the "Borrower" and located on or used in connection with the operation of the real estate including, but not limited to, refrigerator, carpets, furniture, lawn furniture, playground equipment, ranges, drapes, laundry and dry cleaning equipment and machines, pool equipment, tools, air conditioners, and all other personal property hereafter acquired by "Borrower" and located on the real estate including replacements and any additional personal property acquired after the date of this mortgage, it being understood that where prior conditional sales or chattel mortgages exist on the above described personal property that this lien so granted shall affix to all rights and title of the "Borrower" in the property together with benefit of any deposits or payments now or hereafter made by the "Borrower" or on its behalf.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the "Borrower," and the reversion and reversions, remainder and remainders, rents, issues, profits, thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the "Borrower" of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the "Mortgaged Property" from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to "Borrower," however, so long as "Borrower" is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and,

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. "Lender" is hereby authorized on behalf and in the name of "Borrower" to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. "Lender" may apply all such sums or any part thereof so received, after the payment of all its expenses including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

Form FIC 101-12/65-W.P.

For Partial Release of Mortgage see Book 155 Page 430