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16963 BOOK 153

KANSAS

MORTGAGE

THIS INDENTURE, Made this , 19 69 , by and between lst day of May James Earling Langrell and Posey B. Langrell, his wife Douglas County, Kansas , Mortgagor, and of

THE FIDELITY INVESTMENT COMPANY

, a corporation organized and existing under the laws of the State of Kansas , Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of

Twelve Thousand and 00/100----- Dollars (\$ 12,000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described property, situated in the county of Douglas ,

Lot One (1), in Block One (1), in Town and Country Addition No. 2, an Addition to the City of Lawrence, Douglas County, Kansas.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following household appli-ances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed (or has such other estate as is stated hereinbefore), that he has good eight to sell and convey the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a cer-tain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of Seven & One-Half per centum ($7\frac{1}{2}$ %) per annum on the Thipaid 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 as the holder of the note may designate in writing delivered or mailed to the Mort-gagor, in monthly installments of Eighty Three and 91/100-----Dollars (\$ 83.91), commencing on the first day of Jure ..., 19.69, and continuing on the first day of each month, thereafter, until said note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of ..., 19.99

The Mortgagor covenants as follows :

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, we one hundred deltars (\$100.00), whichever is less. In accordance with the Amortization Schedule

on the first day of any month. 2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee as trustee (under the terms of this trust as hereinafter stated) until the said note is fully paid: