

583

Reg. No. 4,217  
Fee Paid \$43.75VA Form 26-6814 (Home Loan)  
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Section 1910, Title 28, U.S.C.  
Acceptable to Federal National  
Mortgage Association.

BOOK 154

18776

KANSAS

## MORTGAGE

THIS INDENTURE, Made this 24th day of September, 1969, by and between  
James Francis Harding and Jerry S. Harding, his wife  
of Douglas County, Kansas, Mortgagor, and

THE FIDELITY INVESTMENT COMPANY

under the laws of the State of Kansas

, a corporation organized and existing  
Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Seventeen Thousand Five Hundred and No/100-----Dollars (\$ 17,500.00 ), 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 State of Kansas, to wit:

Lot Fourteen (14) Block One (1) Northwood Addition No. 1,  
an Addition to the City of Lawrence, Douglas County, Kansas.

All wall to wall carpeting in the real estate.

"The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of any other language describing in general terms other property intended to be covered hereby."

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 appliances, 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 right 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 certain 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 ( 7½ %) per annum on the unpaid 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 Mortgagor, in monthly installments of One Hundred Twenty-Two & 37/100 Dollars (\$ 122.37 ), commencing on the first day of November, 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 23rd day of September, 1999

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, or one hundred dollars (\$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:

(a) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee, and of which the Mortgagor is notified), less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent.

for Assignment of Mortgage see Book 155 Page 38