

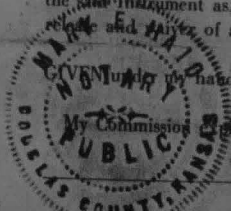
129

State of KansasCounty of Douglas

} SS

I, Mary E. Haid

a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that William A. Shunk and Sue M. Shunk, husband and wifepersonally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and deliveredthe said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.GIVEN under my hand and Notarial Seal this 24th day of October, A.D. 19 69
My Commission Expires April 16, 1973Mary E. Haid
Notary Public

Recorded October 27, 1969 at 2:47 P.M.

Jennie Beem Register of DeedsReg. No. 4,286
Fee Paid \$51.50

BOOK 155

19086

MORTGAGE

Parties

THIS MORTGAGE made this 27th day of October, 19 69by and between Ronald J. Sprecker and Elva M. Sprecker, his wifeof the County of Douglas and State of Kansas,
hereinafter called the Mortgagor.s., 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

Twenty Thousand Six Hundred and No/100----- Dollars (\$ 20,600.00)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 6, in Block 1, in Resurvey and Replat of Parkmar Estates,
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 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.