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BOOK-157

## MORTGAGE

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THIS INDENTURE, Made this 29th day of May, 1970, by and between

Philip Hernandez and Margaret S. Hernandez, 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 Eighteen Thousand and 00/100  
Dollars (\$18,000.00),  
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 real estate, situated in the County of  
Douglas State of Kansas, to wit:

Lot Thirteen (13), in Block Five (5), in Chaparral,  
an Addition to the City of Lawrence in Douglas  
County, Kansas.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and  
appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fix-  
tures, chattels, fumaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors,  
awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the build-  
ings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or  
placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or  
fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose apper-  
taining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures  
or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus,  
machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by  
this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises  
unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed,  
that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto  
forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Eighteen Thousand and 00/100 ---  
Dollars (\$18,000.00),  
as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by refer-  
ence, payable with interest at the rate of eight and one-half per centum ( 8½ % )  
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, in monthly installments of  
One Hundred Thirty-eight and 42/100 --- Dollars  
(\$ 138.42 ), commencing on the first day of July, 1970, and on the  
first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of prin-  
cipal and interest, if not sooner paid, shall be due and payable on the first day of June, 2000.

The Mortgagor covenants and agrees as follows:

1. That 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 pay the debt in whole, or in an amount equal to one  
or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturi-  
ty; *Provided, however*, that written notice of an intention to exercise such privilege is given at least thirty (30) days  
prior to prepayment; and *provided further* that in the event the debt is paid in full prior to maturity and at that time it  
is insured under the provisions of the National Housing Act, he will pay to the Mortgagee an adjusted premium charge  
of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium  
exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be  
insured until maturity; such payment to be applied by the Mortgagee upon its obligation to the Secretary of Housing  
and Urban Development on account of mortgage insurance.

2. That, 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 until the said note is fully paid, the following  
sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if  
this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance  
premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provi-  
sions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1)  
month prior to its due date the annual mortgage insurance premium, in order to provide such holder with  
the funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the Nation-  
al Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Ur-  
ban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount  
equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note  
computed without taking into account delinquencies or prepayment;

*For Assignment See Book 157 Page 569*