

454

Reg. No. 4,932  
Fee Paid \$35.00

22100

## MORTGAGE

BOOK 157

Parties

THIS MORTGAGE made this 1st day of August, 1970

by and between Gordon M. Fulcher and Della L. Fulcher, his wife

of the County of Douglas and State of Kansas  
 hereinafter called the Mortgagor<sup>s</sup>, 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<sup>s</sup>, for and in consideration of the sum of Fourteen Thousand  
 and 00/100 Dollars (\$14,000.00)

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 19, Block 2, Northwood Addition # 2, 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<sup>s</sup> 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<sup>s</sup> and said Mortgagee that all gas, air conditioning and electric fixtures, radi-  
 ators, 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<sup>s</sup> do hereby covenant and agree that at the delivery hereof  
 the lawful owner<sup>s</sup> 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.