

Lot Nineteen (19), in Block Five (5), in Chaparral,  
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 des-  
cribing in general terms other property intended to be covered  
hereby."

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, furnaces, 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 Nineteen Thousand Seven Hundred  
and 00/100 - - - - - Dollars (\$19,700.00 ),  
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 Fifty One and 49/100 - - - - - Dollars  
(\$ 151.49 ), commencing on the first day of February , 1971 , 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 January, 2001

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;

(b) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises cov-  
ered 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) 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; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under  
the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mort-  
gagor each month in a single payment to be applied by the Mortgagee to the following items in the order set  
forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development,  
or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.