

24192 MORTGAGE

BOOK 159

THIS INDENTURE, made this 8th day of March, 1971, by and between

MOBILE VILLAGE II, INC.

a corporation organized and existing under the laws of the State of Kansas
having its principal place of business at Lawrence, Kansas

hereinafter referred to as the Mortgagor, and The Fidelity Investment Company,

a corporation organized and existing under the laws of the State of Kansas
hereinafter referred to as the Mortgagee.

WITNESSETH, That the Mortgagor, for and in consideration of the sum of One Hundred Seventy Seven Thousand Five Hundred and no/100 - - - - Dollars (\$177,500.00), 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 real estate, situated in the City of Lawrence, County of Douglas, State of Kansas, to wit:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 25, Township 12 South, Range 19 East of the Sixth Principal Meridian; thence East along the South line of said Northwest Quarter a distance of 1058.8 feet to the East right-of-way line of Maine Street in the City of Lawrence, thence North 0° 00' a distance of 149.3 feet; thence North 43° 10' West a distance of 16.5 feet; thence North 46° 50' East a distance of 195.5 feet; thence Northwesterly 210.0 feet, more or less, to a point 380.0 feet North and 1000.0 feet East of said Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 25; thence West parallel to the South line of said Northwest Quarter 1000.0 feet to the West line of said Northwest Quarter; thence South along said West line 380.0 feet to the point of beginning; in the City of Lawrence, in Douglas County, Kansas.

Together with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating, air-conditioning and laundry equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bath-tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators (whether mechanical or otherwise), cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and with all rents, issues, and profits therefrom, and all appurtenances; and

Together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein; and

All articles of personal property owned by the Mortgagor and now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described, which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein similar to the one herein described and referred to, and all renewals or replacements

thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner. It is hereby agreed that to the extent permitted by law all of the foregoing property and fixtures are to be deemed and held to be a part of and affixed to the realty.

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 thereunto belonging or in anywise appertaining unto the Mortgagee, its successors and assigns forever.

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

The Mortgagor is justly indebted to the Mortgagee in the principal sum of One Hundred Seventy Seven Thousand Five Hundred and no/100 - - - - Dollars (\$177,500.00), evidenced by its Note of even date herewith, bearing interest from date on outstanding balances at eight per centum (8 %) per annum, payable in monthly installments beginning on the first day of the month following the date hereof with a final maturity of October 1, 2011, which Note is identified as being secured hereby by a certificate thereon. Said Note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

The Mortgagor covenants and agrees as follows:

1. That Mortgagor will pay the Note at the times and in the manner provided therein;
2. That Mortgagor will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That the Regulatory Agreement, if any, executed by the Mortgagor and the Federal Housing Commissioner, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement and upon the request of the Federal Housing Commissioner, the Mortgagee, at its option, may declare the whole of the indebtedness secured hereby to be due and payable;