

transfer fee of \$75.00 for its services in making all required changes in its books, papers and records, and a fee not to exceed 1% of the then unpaid principal as consideration to said Lender as waiver of its contract right to accelerate said note and foreclose this mortgage. At the time of such acceptance of the assuming grantee by Lender, said Lender may increase the interest rate up to but not to exceed the then current rate being charged by the Lender on similar new loans, upon giving sixty (60) days notice in writing. In that event the then owner of the property mortgaged to secure said note may, at his option, pay off the entire balance remaining due, and the Lender shall not assess any prepayment penalty. Failure to pay such transfer or waiver of acceleration fee or increased interest rate shall constitute a default, and said Lender may, at its option, then declare all remaining principal and accrued interest of said note immediately due and payable and foreclose this mortgage.

The Borrower may, by agreement with said Lender, obtain additional advances from the Lender for any purpose whatsoever, whether specified herein or not, and such advances shall become a part of the principal balance of said note, and shall be a lien on the property mortgaged to secure said note, and shall be repaid in accordance with the terms of said agreement, either in separate payments or as a part of the monthly payments provided for herein.

In the event of any default in the conditions or provisions of said note, said Lender may, at its option, and without notice, declare the whole amount of the indebtedness to be immediately due and payable, and may foreclose this mortgage. In case of any default, the balance of the indebtedness shall draw interest at 10% per annum from the beginning of such default until paid. Any principal prepayments in excess of 20% of the original principal within five years from the date hereof shall be subject to a prepayment penalty of not more than 90 days interest on the amount prepaid, except that any prepayment resulting from the refinancing of said note by said Lender shall be exempt from said penalty. No prepayment penalty shall be charged if payment in full is made after five years from date. Any principal payment in full entitles said Lender to interest to at least the following monthly due date.

The failure of Lender to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said Borrower shall cause to be paid to Lender the entire amount due it hereunder and under the terms and provisions of said note secured hereby, including future advances, and any extensions or renewals hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these provisions shall be void; otherwise to remain in full force and effect, and Lender shall be entitled to the immediate possession of all said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness of said note shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

The Borrower has executed a note secured by this mortgage as of this date and said note is by this reference made a part hereof as though fully set out herein and this mortgage and said note shall be read together and shall constitute the contract between the parties hereto.

This mortgage shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

It is understood and agreed that this is a purchase money mortgage.

WITNESS signature(s) of Borrower the day and year first above written.

*Michael L. Holtwick*  
Michael L. Holtwick  
*Dee A. Holtwick*  
Dee A. Holtwick

STATE OF KANSAS  
COUNTY OF Douglas

BE IT REMEMBERED, that on this 27th day of September, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael L. Holtwick and Dee A. Holtwick, his wife,

known to me to be the same person(s) who executed the within instrument of writing, and such person(s) duly acknowledged the same to be the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



September 30, 1972.

*Reba J. Bryant*  
Reba J. Bryant  
Notary Public

Recorded September 28, 1971 at 10:40 A.M.

*Jamie Beam* Register of Deeds

Reg. No. 6,133  
Fee Paid \$48.50  
KANSAS

VA Form 24-4214 (Home Loan)  
Rev. Jan. 1965. Use optional  
Section 510, Title 38, U.S.C.  
Acceptable to Federal National  
Mortgage Association

26955

BOOK 162 27001

BOOK 162

## MORTGAGE

THIS INDENTURE, Made this 17th day of September, 1971, by and between

of Melvin George Edwards, Jr. and Janet V. Edwards, his wife  
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 Nineteen Thousand Four Hundred and no/100 - - - - - Dollars (\$19,400.00), 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 property, situated in the county of Douglas, State of Kansas, to wit:

of Blocks  
Lot 15, in Block 2, of the Replat/2 and 3 of Edgewood  
Park Addition No. 5, an Addition to the City of Lawrence,  
Douglas County, Kansas

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