

VA Form 6-6214 (Home Loan)  
August, 1946. Use Optional  
Servicer's Readjustment Act  
(38 U.S.C. 3, 334 (a)). Accept-  
able to FIC Mortgage Co.

40563

BOOK 98

40785

BOOK 98

KANSAS

## MORTGAGE

THIS INDENTURE, Made this 1st day of May, 1950, by and between  
of DUANE G. WENZEL and MARIANNE WENZEL, his wife  
Douglas County, Kansas, Mortgagee, and

THE FRUDENTIAL INVESTMENT COMPANY

under the laws of State of Kansas, a corporation organized and existing  
Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of One Thousand Four Hundred  
Fifty and no/100 ----- Dollars (\$ 1,450.00 ), 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:

Lot One Hundred (100) and the North Half of Lot One Hundred  
One (101), in Breezedale, an Addition to the City of Lawrence,  
Douglas County, Kansas, subject to reservations, restrictions,  
and easements of record.

The lien of this mortgage is second and subordinate to the lien of a mortgage executed  
by Duane G. Wenzel and Marianne Wenzel, his wife, to The Frudential Investment Company,  
a corporation, of even date herewith, and recorded in Book 98, Page 90, of the  
Records of the Register of Deeds, Douglas County, Kansas; and it is hereby understood  
and agreed that a default in any of the terms or conditions of the first mortgage on the  
above property rendering said mortgage subject to foreclosure, will constitute a default  
in the terms of this second mortgage, and will also render this second mortgage subject  
to foreclosure.

This mortgage re-recorded to correct maturity date.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and  
profits thereof (provided; however, that the Mortgagor shall be entitled to collect and retain the said rents, issues,  
and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the  
premises herein described and in addition thereto the following household appliances, which are, and shall be deemed  
to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed (or  
has such other estate as is stated hereinbefore), that he has good right to sell and convey the same, as aforesaid,  
and that he will warrant and defend the aforesaid title thereto against the claims and demands of all persons  
whomsoever.