

CENTRAL PRINTING CO. 220-122-1

44265 BOOK 100

## MORTGAGE LOAN # 3859-DC

This Indenture, Made this 11th day of August, 1951, by and between

Libuse Kris Fiorito and Louis L. Fiorito, wife and husband,

of Lawrence, Kansas, Mortgagee, and

The Home Savings and Loan Association, a corporation organized and existing under the laws of the State of Kansas.  
Mortgagee:

Witnesseth, That the Mortgagor, for and in consideration of the sum of Three Thousand and no/100 Dollars (\$ 3,000.00 ), 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 County of Douglas, State of Kansas, to wit:

Lot One Hundred Seventy One (171) on Massachusetts Street in the  
City of Lawrence, Douglas County, Kansas.

(It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.)

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, fixtures, 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 buildings 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 appertaining 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 mortgage and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Three Thousand and no/100 Dollars (\$ 3,000.00 ), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of Five & 1/2 per centum ( 5 1/2 % ) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Home Savings and Loan Association in Ottawa, Kansas, or at such other places as the holder of the note may designate in writing, in monthly installments of Thirty Two and 56/100 Dollars (\$ 32.56 ), commencing on the first day of September, 1951, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1961.

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 part, at anytime, provided, however, that written notice of an intention to exercise such privilege is given at least thirty days prior to pre-payment, and provided further that in the event the debt is paid in full prior to one year from date of first payment, three months' additional interest will be charged.