

2-Real Estate Mortgage.

tenances thereunto belonging, and the rents, issues and profits thereof, and 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 it is lawfully seized in fee of the premises herein described, that it has good right to sell, convey, and mortgage the same, and that it 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 One Hundred Thousand Dollars, with interest thereon, according to the terms of a certain promissory note, of even date herewith, of which the following is a copy, to wit:

"\$100,000.00

Kansas City, Kansas  
August 26, 1952.

For value received, the undersigned promises to pay to the order of The Commercial National Bank of Kansas City, at its office in Kansas City, Kansas, One Hundred Thousand Dollars, with interest from date on the unpaid principal from time to time owing at the rate of five per cent. (5%) per annum, payment to be made in quarter-annual installments as follows: \$2,000.00 on account of principal on the 26th day of November, 1952, and a like amount on the 26th day of each third month thereafter up to and including the 26th day of May, 1957, and the balance of principal on the 26th day of August, 1957. Interest payable quarter-annually simultaneously with each principal payment.

If default be made in the payment of any installment when due, then all the indebtedness remaining shall, at the option of the holder and without demand or notice, become due and payable at once, and shall bear interest from the date of such default at ten per cent. per annum.

The undersigned maker reserves the privilege of prepaying this note in whole or in part without penalty.

The makers, endorsers, assignors and sureties, severally waive presentment for payment, demand, protest and notice of protest for non-payment of this note.

The Meyer Sanitary Milk Company

By Paul Young  
Its president.

The Mortgagor, for itself, its successors and assigns, covenants and agrees with the Mortgagee, its successors and assigns, as follows:

1. The Mortgagor will pay the indebtedness above mentioned, when the same becomes due and payable, in accordance with the terms of the aforesaid promissory note.
2. The Mortgagor will perform all its obligations under the agreement dated as of August 8, 1952, between the Mortgagor and the Mortgagee in connection with the incurring and securing of the above mentioned indebtedness.
3. The Mortgagor is lawfully seized of the property hereby mortgaged and has good right to grant, bargain, sell, and mortgage the same; the Mortgagor has and will preserve good title to the mortgaged property, and the same is free and clear of all encumbrances.