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Beginning at a point that is 61 rods East of the Northwest corner of Lot 8, Section 18, Township 10 South, Range 8, East, running thence South 79.8 feet, thence East 15 feet, thence North to the South line of Anderson Avenue, City of Manhattan, Riley County, Kansas, thence West 15 feet to the point of beginning, all in Riley County, Kansas

Together with all and singular the buildings, structures, and improvements of every kind and character which now or may hereafter be places or located on the above described premises; and all easements, rights, privileges and appurtenances whatsoever under, belonging to or appertaining to any of the hereinabove granted premises; also all theater seats located in the buildings which are now on said premises, which theater seats are hereby expressly declared to be a part of the real estate; provided, however, that in case any of said theater seats shall be replaced by new theater seats during the term of this loan, this mortgage shall be subject to any and all liens by chattel mortgage or otherwise given by party of the first part for the purchase price of said new theater seats.

TO HAVE AND TO HOLD The same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted; and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that it will warrant and forever defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And these presents are upon the following agreements, covenants, and conditions, to-wit:

FIRST: The party of the first part is justly indebted to the party of the second part in the sum of EIGHTY THOUSAND AND NO/100 DOLLARS, with interest from November 1, 1954, according to the terms of a certain first mortgage real estate note of even date herewith, executed by said party of the first part, as follows: One certain note in the amount of Eighty Thousand and No/100 Dollars (\$80,000.00) with interest from November 1, 1954, at the rate of five per cent per annum, payable Eight Hundred Forty-eight and 52/100 Dollars (\$848.52) on the first day of December, 1954, and Eight Hundred Forty-eight and 52/100 Dollars (\$848.52) on the first day of each month thereafter until the interest and principal are fully paid according to the terms of said