

MORTGAGE

54078 BOOK 107

This Indenture Made this 1st day of November
in the year of our Lord nineteen hundred and fifty-four
by and between THE MOUNT OREAD HOUSE CORPORATION, a corporation,

of the County of Douglas and State of Kansas, parties of the first part,
and THE CENTRAL MORTGAGE COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
TEN THOUSAND AND NO/100 ----- DOLLARS,
to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT,
BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and
assigns, all of the following described real estate, situated in the County of Douglas
and State of Kansas, to-wit:

Commencing at a point on the West line of Tennessee Street in the City
of Lawrence, 188 feet North from the South line of Section Thirty-one
(31), Township Twelve (12), Range Twenty (20), and running thence West
250 feet, thence North 95 feet, thence East 250 feet to Tennessee Street,
thence South 95 feet to place of beginning, all in the City of Lawrence,
Kansas.

Together with hereditaments and appurtenances thereof, and all the estate, right, title and
interest of the said Mortgagor in and to the said described premises or the streets and alleys
adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between
the parties hereto that all shelving, counters, office, department and other partitions, all store
fixtures, gas, air conditioning and electric fixtures, radiators, heaters, engines, and machinery,
boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and
other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and iceboxes, cooking
apparatus and appurtenances, and such other goods and chattels and personal property as are
ever furnished by landlords in letting or operating a building, similar to the one herein described
and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe con-
nections, masonry, or in any other manner, are and shall be deemed to be fixtures and an acces-
sion to the freehold and a part of the realty as between the parties hereto, their heirs, executors,
administrators, successors, legal representatives, and assigns, and all persons claiming by, through,
or under them, and shall be deemed to be a portion of the security for the indebtedness herein
mentioned, and to be conveyed by this Mortgage.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances
thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the
said party of the second part, and to its successors and assigns, forever. And the said parties of
the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful
owners of the premises above granted, and seized of a good and indefeasible estate of inheritance
therein, free and clear of all incumbrances, and that they will warrant and 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: