

59214 Book 112.

MORTGAGE

(KANSAS)

THIS MORTGAGE made April 6, 1956, by and between

HOLIDAY INN OF LAWRENCE, INC., a Kansas corporation,

(jointly and severally, if more than one) called "Mortgagor" and referred to in the masculine singular, and

THE STANDARD LIFE ASSOCIATION, hereinafter called "Mortgagee"
(which designations shall include the respective successors in interest of the parties hereto);

WITNESSETH:

THAT MORTGAGOR, in consideration of the indebtedness evidenced by the promissory note herein after referred to, hereby MORTGAGES, CONVEYS AND WARRANTS to Mortgagee the following described real property in _____, County of Douglas, State of Kansas:

A tract of land in the Northeast $\frac{1}{4}$ of Section 11, Township 13 South, Range 19 East, DOUGLAS COUNTY, KANSAS, more particularly described as follows:

Beginning at the Northeast corner of said Section and running thence West on the Section line 520 feet, thence South, parallel with the East line of said Section, 480 feet, thence East 520 feet to East Section line, thence North, on East line of said Section, 480 feet to place of beginning; less rights of way for highways;

Except, however, the following described tract: Beginning at the Northeast corner of said Section; thence West on the North line of said Section 185 feet; thence South and parallel with the East line of said Section 165 feet; thence East and parallel with the North line of said Section 185 feet; thence North along the East line of said Section a distance of 165 feet to the point of beginning; and except, also, an easement over and across the following described tract, reserved for driveway purposes only, to-wit: Beginning at a point on the West line of the right of way of U. S. Highway No. 59, which point is 165 feet South of the North line of said Section; thence West and parallel with the North line of said section a distance of 35 feet; thence South and parallel with the East line of said Section 25 feet; thence East and parallel with the North line of said Section 35 feet to a point on the West line of the right of way of said highway; thence North along the West line of the right of way of said highway 25 feet to the point of beginning.

together with all rights, privileges, easements and appurtenances attaching or belonging thereto, and the rents, issues, and profits thereof, and all buildings, improvements and fixtures now or hereafter erected or installed thereon, all of which are herein collectively called "the premises";

TO HAVE AND TO HOLD THE SAME UNTO MORTGAGEE FOREVER; PROVIDED, HOWEVER, that this mortgage is given to secure payment of the indebtedness evidenced by (a) a certain promissory note of Mortgagor for \$ 125,000.00, dated April 6, 1956, payable to Mortgagee or order, in installments as therein provided, with final maturity on December 1, 1966, together with interest as provided therein, or (b) any extension or renewal thereof, and to secure performance of each and every obligation set out therein or herein or in any other instrument given to secure such indebtedness; if Mortgagor shall so pay or cause to be paid all indebtedness and interest evidenced by said note or hereby secured and perform or cause to be performed each and every other obligation of Mortgagor herein or in said note or other instrument or instruments contained, then this mortgage shall be released according to law and at Mortgagor's expense, but otherwise shall remain in full force and effect.