

59504 Book 112

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THIS MORTGAGE IS BY FEDERAL STATUTE
EXEMPT FROM TAXATION, INCLUDING ANY
MORTGAGE REGISTRATION TAX

REAL ESTATE AND CHATTTEL MORTGAGE
(With Future Advance Clause)

THIS MORTGAGE made this 7th day of May, 1956, between
The Farmers Cooperative Association,
a cooperative corporation organized and existing under the laws of the State of **Kansas**, having its principal office in the
LAWRENCE, County of **Douglas**, State of **Kansas**, as Mortgagor, and
the **WICHITA BANK FOR COOPERATIVES**, a corporation organized and existing under the Farm Credit Act of 1933, as amended, having its
principal office in Wichita, Kansas, as Mortgagee,

WITNESSETH:

WHEREAS, the Mortgagor has applied for and the Mortgagor has approved loans to the Mortgagor in the total principal sum of **Seventy Thousand** **\$70,000.00** Dollars, and the consolidation thereof with present loan indebtedness of the Mortgagor to the Mortgagor in the total principal sum of **\$21,935.67** Dollars (\$21,935.67), the total principal sum of which consolidated indebtedness is **\$91,935.67** Dollars (\$91,935.67), evidenced by its promissory note of even date herewith for the principal sum of **\$85,800.00** payable **on demand**,

together with interest thereon at the rate of **4 1/4** per cent per annum, payable quarterly on the last day of March, June, September, and December of each year until paid, and by its further promissory note for **\$6,135.67** payable **on demand**, dated **May 7, 1956**,

together with interest thereon at the rate of **3 1/4** per cent (**.34** %) per annum, payable quarterly on the last day of March, June, September, and December of each year until paid; provided, that the maker hereof shall have the right to prepay any part of said principal sum or sums, with interest, at any time.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure the payment of said notes and interest thereon and the indebtedness evidenced thereby and all ADDITIONAL sums, not exceeding **One Hundred Seventy-five Thousand** **\$175,000.00** Dollars ADDITIONAL outstanding at any one time, as may, at the sole option and discretion of the Mortgagor, hereafter be advanced by the Mortgagor to the Mortgagor prior to the maturity of the above indebtedness, and evidenced by notes, drafts, book accounts, or otherwise, which advances shall bear interest from the date of advance thereof until repaid, at such rate or rates, payable at such time or times, as may be fixed at the time of each such advance, and the last installment or portion of which additional sums advanced hereunder shall become due and payable on **May 7, 1961** (provided that such advances may be made and repaid and again made, and the amount hereinbefore stated shall be considered only as the total amount of such advances as may be outstanding and unpaid from time to time), and to secure the performance and observance of all of the covenants and conditions thereof or contained herein and the payment of all renewals and extensions of said indebtedness and any part thereof, and for and in consideration of the premises and of the sum of **\$70,000.00** cash in hand paid, receipt of which is hereby acknowledged, the Mortgagor has executed and delivered this mortgage, and has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer, and set over, unto the said Mortgagor the following described real estate and premises, together with all improvements, rights, privileges, appurtenances, and easements thereunto belonging, located in the County of **Douglas**, State of **Kansas**, to-wit:

TRACT I

A tract of land described as follows:

Beginning at a point 73.8 feet North of the Southwest Corner of Section Five (5), Township 13 South, Range 20 East in Douglas County, Kansas; thence North on West line of Section Five, 445.2 feet; thence South 89 degrees East, 474 feet; thence South parallel with West line of Section Five, 441.85 feet, more or less, to the North-right of way line of Kansas Highway No. 10; thence West along North right of way line of Kansas Highway No. 10, 474 feet, more or less, to the point of beginning, containing 4.826 acres, more or less.

Together with all structures and improvements thereon and all additions thereto, and all machinery, equipment, furniture and fixtures thereon and therein, including (without limiting the foregoing general description):

- (a) Equipment used in connection with filling station and warehouse: Three Bowser No. 595 B electric meter computing gasoline pumps; one 1½-H.P. Quincy air compressor unit; all pipe fittings to bulk tanks; one Centermount light; and one Co-op sign standard.
- (b) Bulk Oil Equipment: One 12,000-gallon horizontal steel bulk oil tank; three 6,000-gallon horizontal steel bulk oil tanks; one 3,000-gallon horizontal steel bulk oil tank; and set accessories for bulk tanks above; including vacuum units, frost proof drain valves, storage tank connections with 2" lock type gate valves; one set accessories for loading delivery trucks and unloading transport trucks, including truck tank loader arms, strainer, fittings and pipe for entire plant; two 2" lock type gate valves for lines to station pumps; four Joints 2" standard black pipe visible tank gauges; and one lot of concrete and cement block support piers for above storage tanks.

See Release of Mortgage see Book 139
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in section 1st clause. See Bowser's sign 308.
See Bowser's sign 308. See Bowser's sign 308.