

KANSAS MORTGAGE

BOOK 117

THIS MORTGAGE, Made this 21st day of November, in the year One Thousand Nine Hundred and Fifty Seven by and between

SUNSET THEATRES, INCORPORATED, a Kansas Corporation of the County of Douglas, State of Kansas, part of the first part, hereinafter referred to as "Mortgagor" whether one person or more, and CITY BOND AND MORTGAGE COMPANY, a corporation of Kansas City, Missouri, party of the second part, hereinafter referred to as "Mortgagee",

WITNESSETH THAT:

The Mortgagor for and in consideration of THIRTY THOUSAND AND NO/100- - - - -

Dollars (\$ 30,000.00)

to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortgagee and to its successors and assigns forever all of the following described land and improvements thereon situated in the County of Douglas, State of Kansas, to-wit:

Beginning at the Northwest corner of Section 35, Township 12 South, Range 19 East of the 6th Principal Meridian; thence East 1000 feet; thence South 750 feet; thence West 450 feet; thence Northwest a distance of 520.71 feet to a point 381.8 feet South and 181.8 feet East of the Northwest corner of said Section; thence West 181.8 feet; thence North 381.8 feet to the place of beginning; in Douglas County, Kansas.

Also all fixtures, personal property, and equipment of every kind and character now belonging to the first party, and located in and used in the operation of the building situated on said property, together with all replacements or renewals thereof including, but without in any way limiting the foregoing general language, the following articles:

1 Goldberg Rewind, 1 Motor Generator, 1 Rheostat, 1 Voltage Control, 1 Exhaust Fan, 1 Pre-Amplifier, 1 Multiflex Unit, 1 Multiflex Unit, 42 A Mu 28119-Mr 12609, 1 Hollywood Servemaster 1078, 400 RCA Speakers M19442, 200 Junction Boxes RCA T164159, 1 Creators Popcorn Machine 53066, 1 Echo's Ice Shaver, 2 PG1040DSoundheads, 2 Mighty 90 Lamphouses, 2 Amplifiers, 1 Rewind Table, 1-12Hole Film Storage Cabinet, 16 Aluminum Reels, 2 Heavy Bases for Projectors RCA, 2 F19 Kilmorgen 35" Lenses 58611 and 58514, 1 Goldberg Film Splicer, 1 Hst Dog Steamer Star, Jr., 1 Star Bun Warmer, 2 Juice Dispensers, 2 Peanut Warmers, 2 Cash Registers, 24 Metal Patio Chairs, 6 Tables AX 196 Shade Tubes, 9 Ramp Lights, 140" Entrance Light, 140" Exit Light, 6, 20" Exit Lights, 1, 20" Lights Out Please, 2, 161/2 Reflectors Spec. 143-67600 and 67601, 2-23038 Heat Shields, 2, 23482 Holders, 1 Pedestal Fan, 2 PRO 31 Deluxe 18" Magazines, 2 PRO 3a Deluxe 18" Magazines, 2 Weaver Foot Switches, 2 Simplex Heads, 1 Deep Fry Hotpoint B70522, 1 Double Grill Hotpoint, 1 E-Z Way Coffee Maker, 1 Manley Popcorn Machine, 1 Exhaust Fan, Merry Go-Round and Farris Wheel.

The borrower agrees to furnish to the party of the 2nd part upon request, annual statements of the income and expenses of the premises described in this mortgage.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, venetian blinds, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, automatic water heaters, elevators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors 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 subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto belonging unto the Mortgagee and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, The Mortgagor is justly indebted to the Mortgagee in the principal sum of THIRTY THOUSAND AND NO/100- - - - - Dollars (\$30,000.00) and has agreed to pay the same with interest thereon according to the terms of a certain note or obligation in said principal amount, bearing even date herewith and made payable to the order of the Mortgagee and executed by the Mortgagor and providing for the payment thereof, in principal installments of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) of the first day of June, July, August, September, October, and November of each year, commencing on the first day of June 1958, and the last installment which shall be due on the first day of November 1962, being for the then remaining principal balance, with interest on said sum, payable monthly in each year, commencing on the first day of January 1958.

PAYMENT OF PRINCIPAL AND INTEREST OF THE WITHIN NOTE IS HEREBY GUARANTEED.

Presentment, Demand and Notice, of Protest Waived.

Nathan Zoglin

Elmer Bills

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Marcus Landau