

64520

BOOK 117

KANSAS  
MORTGAGE

S.S. 4349-1

Lawrence, Kansas

THIS INDENTURE, Made this 2nd day of December, 1957, between CARDINAL SERVICE STATIONS, INC., an Oklahoma Corporation of Tulsa County, in the State of Oklahoma, of the first part, and EQUITABLE LIFE INSURANCE COMPANY OF IOWA, a corporation of Polk County, in State of Iowa, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Forty-Six Thousand Eight Hundred Fifty-four and No/100 (\$46,854.00) DOLLARS, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

All of Lots 139, 141 and 143, Block 45, Raymond Place, a subdivision of Lawrence, Kansas; being the Northwest corner of 6th Street and Michigan a tract having a frontage of 117 feet on 6th Street with a depth of 150 feet.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said CARDINAL SERVICE STATIONS, INC. has this day executed and delivered one certain promissory note to said party of the second part, for the sum of Forty-Six Thousand Eight Hundred Fifty-four & No/100 (\$46,854.00) DOLLARS, bearing even date herewith, payable at Des Moines, Iowa, in installments per schedule attached to the note, each together with interest at the rate of (5) per cent per annum on the unpaid principal, the first installment payable on the first day of April, 1958, and one installment on the first day of each and every quarter thereafter, with the final payment due January 1, 1978. And the party of the first part agrees to pay all taxes and assessments both general and special that are or may be levied against said premises.

Now if said CARDINAL SERVICE STATIONS, INC. shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; otherwise to remain in full force and effect. But if said sum of money, or any installment thereof, or any interest thereon is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall and by these presents become due and payable; and it shall be lawful for said party of the second part, its successors and/or assigns, at any time thereafter to sell the said premises hereby granted in the manner provided by law; and out of all moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale; and overplus, if any there be, shall be paid by the party making such sale, on demand to the first party, its successors and assigns.

Party of the first part hereby specifically waives the right of appraisalment in case of sale on foreclosure.

And the said party of the first part, its successors and assigns, does hereby covenants to and with the said party of the second part, its successors and assigns, that it is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that first party will, and its successors and assigns, shall, forever warrant and defend the title of said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, CARDINAL SERVICE STATIONS, INC. has caused this instrument to be signed by its Vice-President and Assistant Secretary the day and year above written.

CARDINAL SERVICE STATIONS, INC.

By M. H. Johnson  
M. H. Johnson, Vice-President

J. D. Palmer  
J. D. Palmer, Asst. Secretary