

\$38,756.43

PROMISSORY NOTE

January 1, 1958

For value received, JAYHAWK CLUB & PLUNGE, INC. promises to pay to BERTHA NOTTBERG, or order, the sum of THIRTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-SIX AND FORTY-THREE/100----- DOLLARS, at 3401 Roanoke Road, Kansas City, Missouri, in installments as follows:

\$5,000.00 on January 1, 1959	\$5,000.00 on January 1, 1963
5,000.00 on January 1, 1960	5,000.00 on January 1, 1964
5,000.00 on January 1, 1961	5,000.00 on January 1, 1965
5,000.00 on January 1, 1962	3,756.43 on January 1, 1966

with interest on the unpaid balance from time to time remaining at the rate of four per cent (4%) per annum. On default of any of the above payments the whole amount of this note shall then become due at the option of the legal holder thereof.

JAYHAWK CLUB & PLUNGE, INC.

By /s/ Gustav Nottberg  
Gustav Nottberg, President

NOW, If the said Jayhawk Club & Plunge, Inc. shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said part 1st of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part, their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said part of the first part, its heirs and assigns, and all persons claiming under it, at which sale, appraisement of said property is hereby waived by said part of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said part of the first part. And the said part of the first part shall and will at its own expense from the date of the execution of this Mortgage until said note and interest, and all taxes and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Dollars, for the benefit of the said part of the second part or its assigns; and in default thereof said part of the second part may at its option effect such insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at its option pay any taxes or statutory liens against said property, all of which sums with per cent interest may be enforced and collected in the same manner as the principal debt hereby secured. AND the said part of the first part hereby covenant and agree that at the delivery hereof said part of the first part is the lawful owner of the premises above granted and seized of a good and inde feisible estate of inheritance therein, free and clear of all incumbrance and that it will Warrant and Defend the same in the quiet and peaceable possession of said part of the second part, their heirs and assigns forever; against the lawful claim of all persons whomsoever. IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand the day and year first above written.

Executed and delivered in presence of  
Bertha Nottberg  
Bertha Nottberg, Secretary  
of Jayhawk Club & Plunge, Inc.

JAYHAWK CLUB & PLUNGE, INC.  
By Gustav Nottberg  
Gustav Nottberg, President

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS

SS.

COUNTY OF JOHNSON

BE IT REMEMBERED, That on this 4th day of February, A.D. 1958, before me, the undersigned, a Notary Public for the County and State aforesaid, came GUSTAV NOTTBERG, President of Jayhawk Club & Plunge, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and BERTHA NOTTBERG, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY  
PUBLIC

My commission expires June 28, 1960.

Manin C. Hayward  
Notary Public

Recorded March 11, 1958 at 9:11

Wanda A. Beck  
Register of Deeds