

68253 BOOK 120

KANSAS MORTGAGE

THIS MORTGAGE, Made this 15th day of December A.D., 1958, by and between J. C. LAWRENCE CO., INC., a corporation organized and existing under the laws of the State of Kansas, and JOHN P. STAVROS and wife, NELLIE C. STAVROS of the County of Douglas, and State of Kansas, parties of the first part, for the purpose of this instrument hereinafter called MORTGAGOR, and KANSAS CITY LIFE INSURANCE COMPANY, a Missouri Corporation, of Kansas City, Missouri, party of the second part, for the purpose of this instrument hereinafter called MORTGAGEE:

WITNESSETH: That said MORTGAGOR for and in consideration of the sum of THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) - - - - - DOLLARS, paid to said mortgagee, J. C. Lawrence Co., Inc., by said mortgagee, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto the said mortgagee, its successors and assigns, all of the following described property, together with all improvements now or hereafter placed thereon, situated in the County of Douglas and State of Kansas, to-wit:

TRACT I: All of LOT 62, and the South Half of LOT 60, on MASSACHUSETTS STREET, in the City of Lawrence, in DOUGLAS COUNTY, KANSAS.

TRACT II: The South $2\frac{1}{2}$ feet of the North Half of LOT 60, on MASSACHUSETTS STREET, in the City of Lawrence, in DOUGLAS COUNTY, KANSAS.

TRACT III: The leasehold estate in and to Tracts I and II above, established and created by the Lease dated July 12, 1956, a Memorandum of which was recorded September 25, 1956, in Book 194, page 475, of the records of Douglas County, Kansas, executed by and between John P. Stavros and wife, Nellie C. Stavros, as Lessors, and Lawrence Realty, Inc., (now J. C. Lawrence Co., Inc.) a Kansas corporation, as Lessee; and by the First Supplemental Agreement of Lease dated September 12, 1957, a Memorandum of which was recorded November 5, 1957, in Book 199, page 134, of the records of Douglas County, Kansas, executed by and between the same parties hereto; said estate having been granted for a term of 53 years from January 1, 1957.

TO HAVE AND TO HOLD the same with all and singular and the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said mortgagee, and to its successors and assigns, forever. And it is hereby covenanted and agreed that at the delivery hereof mortgagee, John P. Stavros and wife, Nellie C. Stavros, is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein and as described herein, free and clear of all incumbrances, and said mortgagee will warrant and defend the same in the quiet and peaceable possession of mortgagee, its successors and assigns, forever, against the lawful claims of all persons whomsoever. If mortgagee, J. C. Lawrence Co., Inc., acquires fee simple title to Tracts I and II described herein, the lien of this mortgage shall be and become a valid first lien upon the fee simple title so acquired.

As additional and collateral security for the payment of the note hereinafter described, the mortgagee hereby assigns to said mortgagee, its successor and assigns, the following: