

Reg. No. 11,802
Fee Paid \$125.75

68518 BOOK 121

MORTGAGE

THIS INDENTURE, made as of this 13th day of December, 1958, by DAVID T. MARANTETTE and his wife, MARY LOU MARANTETTE, of 30 Oxford Place, Grosse Pointe Shores, County of Wayne, Michigan, hereinafter designated as Mortgagor; to Thunderbird Stations, Inc., a Delaware corporation, having an office at c/o Prentice-Hall Corporation System, Inc., 229 South State Street, Dover, Delaware, hereinafter designated as Mortgagee.

WITNESSETH:

WHEREAS, Mortgagor has this date executed and delivered to Mortgagee a certain promissory note due and payable October 1, 1978, unless extended to October 1, 1983, at holder's option, said note being in the principal amount of \$50,305.00, which, together with interest thereon at the rate of four and three-fourths per cent ($4\frac{3}{4}\%$) per annum, is payable in quarter annual instalments, all according to the terms and tenor of said note, which, by reference, is made a part hereof for all purposes, and

WHEREAS, Mortgagor is desirous of securing prompt payment of said note in accordance with the terms and conditions thereof, as well as any additional indebtedness accruing to Mortgagee on account of payments or expenditures made by Mortgagee as herein provided;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to the undersigned Mortgagor in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing prompt payment of the indebtedness hereinabove mentioned as the same becomes due, and other valuable considerations, Mortgagor does hereby grant, bargain, sell, assign, convey, mortgage and warrant unto Mortgagee all of the following described real property situated in the County of Douglas State of Kansas to-wit:

A tract of land in Section 11, Township 13 South, Range 19 East of the 6th P.M., described as follows: Beginning at the Northeast corner of said section; thence west on the north line of said section 185 feet; thence south parallel with east line of said section 165 feet; thence east parallel with north line of said Section 185 feet; thence north along east line of said section 165 feet to point of beginning. Also a joint and mutual permanent easement, for driveway purposes only, over and across the following described tract in said section 11, to-wit: Beginning at a point 60 feet west and 165 feet south of the northeast corner of said section 11; thence west parallel with the north line of said section 35 feet; thence south parallel with the east line of said section 25 feet; thence east parallel with the north line of said section 35 feet; thence north 25 feet to the point of beginning. Subject to highway and street right-of-way as now existing.