

68917 BOOK 121

MORTGAGE—Savings and Loan Form—(Direct Reduction Plan) 255-2

Revised 1943—Hall Litho. Co., Topeka

MORTGAGE

Loan No. DR-3881

THIS INDENTURE, made this 16th day of March, 1959, by and between

HOLIDAY INN OF LAWRENCE, INC., a Kansas Corporation,

of Douglas County, Kansas, as mortgagor, and HOME SAVINGS ASSOCIATION OF KANSAS CITY, Missouri, as mortgagee;

under the laws of Missouri with its principal office and place of business at Kansas City, Missouri

WITNESSETH: That said mortgagor, for and in consideration of the sum of One Hundred Ninety Thousand and no/100 Dollars (\$ 190,000.00),

the receipt of which is hereby acknowledged, do hereby these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the county of Douglas and State of Kansas, to-wit: BLOCK "A", in HOLIDAY INN ADDITION, an Addition to the City of Lawrence, said Addition being described as follows: (Beginning at the Northeast corner of Section 11, Township 13 South, Range 19 East, in Douglas County, Kansas, thence West on Section line 520 feet, thence South parallel with East line of said Section 480 feet, thence East 520 feet to East line of said Section, thence North on East line of said Section 480 feet to the point of beginning, less right of way condemned for State Highway purposes, (filed in Clerk of District Court Office Court House, Lawrence, Kansas, under Court Case No. 19723), the above described contains 5.41 acres, more or less) less the following described tract: Beginning at the Northeast corner of said Section 11, thence West on 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, in Douglas County, Kansas.

Subject to restrictions, reservations and easements of record.

That there are secured hereby any further advances made by the Association to Grantor or any purpose at any time before release or satisfaction hereof, any such additional advance to be evidenced, if required by the Association, by a note executed by Grantor.

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor hereby covenants with said mortgagee that ~~xxx~~ it is, at the delivery hereof, the lawful owner of the premises above conveyed and described, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that ~~xxx~~ it will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of One Hundred Ninety Thousand and no/100 Dollars (\$ 190,000.00), with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms

and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor, to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated, which said mortgagor, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property and hereby authorizes said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagor shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagor shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from the date of its default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

caused these presents to be signed by its President and Secretary, and the corporate seal to be hereto attached, the day and year first above written.

Holiday Inn of Lawrence, Inc.

By Edmund Poling PresidentAttest Robert L. Brink Secretary