

(KANSAS)
(Income)

76928 BOOK 128

MORTGAGE

THIS MORTGAGE made this 8th day of May 19 61.

by and between J. W. McCOSKIE COMPANY, INC., a Kansas Corporation,

of the County of Johnson and State of Kansas
hereinafter called the Mortgagor(s) and FIRST MORTGAGE INVESTMENT COMPANY, a corporation
organized and existing under the laws of the State of Missouri, hereinafter called the Mortgagee,

Witnesseth:

That said Mortgagor(s), for and in consideration of the sum of - - - - -

ONE HUNDRED FORTY THOUSAND AND NO/100 - - - - - Dollars (\$ 140,000.00)

to it in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged, do es hereby
grant, bargain, sell and convey unto said Mortgagee all that parcel, piece or lot of land with the buildings and im-
provements now thereon or that may hereafter be erected thereon and all rents, issues and profits arising therefrom
situate, lying and being in the County of Douglas State of Kansas, to-wit:Lots 12 and 13 in Block 2 in SOUTHRIDGE ADDITION NO. 2, an
addition to the City of Lawrence, in Douglas County, Kansas.

To Have and to Hold the Same unto said Mortgagee together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and all the estate, right, title and interest of said Mortgagor(s) in and to the said described premises and the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed between said Mortgagor(s) and said Mortgagee that all gas, air conditioning and electric fixtures, radiators, heaters, water heaters, pumps, engines and machinery, boilers, furnaces, thermostats, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and all other plumbing and heating fixtures, wall or door beds, mirrors, mantels, storm windows, storm doors, window screens, screen doors, blinds, window shades, awnings, and all other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the one now or hereafter on said premises, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, trustees, successors or assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

The said Mortgagor(s) does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises herein granted; that the premises are free and clear of all encumbrances of every nature and kind whatsoever; that it will forever warrant and defend the same with appurtenances unto said Mortgagee against the lawful claims and demands of all persons whomsoever, and that they hereby waive all benefits of the homestead, exemption and staylaws of the State of Kansas.

THIS MORTGAGE is given to secure the payment of the principal sum of - - - - -

ONE HUNDRED FORTY THOUSAND AND NO/100 - - - - - Dollars (\$140,000.00)

together with interest from May 10, 1961 at the rate of Six and one-quarter per cent per annum until maturity on the whole of said principal sum remaining from time to time unpaid; according to the terms of one certain promissory note of, even date herewith, both principal and interest payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at time of payment, and payable to the order of First Mortgage Investment Company, at its office in Kansas City, Missouri, or at such other place, either within or without the State, as the owner of said note may from time to time designate; said principal and interest payable on the dates and in the manner following, to-wit: