

Reg. No. 16,865
Fee Paid \$55.00

NO. 100
OKLA. & KANS.

77330 BOOK 128

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made and entered into this 15th day of June 1961 between JAMES F. RISSMAN and LOIS A. RISSMAN, husband and wife of Douglas County, State of Kansas hereinafter referred to as the First Party and AFPC OIL CORPORATION, a Delaware corporation, having its principal office at 1009 Liberty Bank Building, Oklahoma City, Oklahoma, County of Oklahoma, State of Oklahoma, Party of the Second Party.

WITNESSETH:

THAT SAID Party of the First Part, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations the receipt of which is hereby acknowledged does by these presents, grant, bargain, sell and convey unto the said Party of the Second Part, its successors and assigns, all of the following described real property located in Douglas County, State of Kansas to-wit:

All of Lot Ninety-one (91) and the East Half of Lot Ninety-three (93), on Pinckney (now Sixth) Street, in Block Forty-four (44), in that part of the City of Lawrence known as West Lawrence, Douglas County, Kansas

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of one Promissory Note of even date herewith made in AFPC OIL CORPORATION, at order, payable at Liberty Bank Building, Oklahoma City, Oklahoma, with six per cent (6%) interest per annum from date, payable monthly, and signed by First Party, in the amount of Twenty-two Thousand and No/100 Dollars, \$ 22,000.00.

It is further expressly agreed that, notwithstanding anything to the contrary herein, upon request of the First Party the Second Party may hereafter at its option, at any time before full payment of this mortgage, make further advances to the First Party in the course of the sale of petroleum products to the First Party by the Second Party. The extending of such account credit to the First Party by the Second Party in such sale of petroleum products to the First Party and such further indebtedness with interest, shall be secured by this mortgage to an amount not exceeding Twenty Thousand and No/100 Dollars, \$ 20,000.00 to the same extent and with the force and effect as it is security for the described indebtedness. In the event of such additional indebtedness existing and owing said Second Party by said First Party, then the said Second Party shall have the right and option to apply payments made by the First Party to the satisfaction of such additional indebtedness until such additional indebtedness is discharged in full, before the First Party can direct payment to be made upon the primary indebtedness as above described and set forth.

SAID FIRST PARTY hereby covenants that it is the owner in fee simple of said premises and that they are free and clear of all encumbrances. That it has good right and authority to convey and encumber the same and it will warrant and will defend the same against the lawful claims of all persons whomsoever. Said First Party agrees to insure the buildings on said premises against Fire, Tornado and Mail in the sum of Ten Thousand Dollars, \$ 10,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent.

SAID FIRST PARTY further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagee will pay to the said mortgagee ten per cent (10%) as attorney's fee therefor. If allowed by statute, in addition to all other statutory fees, said fees to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

NOW, IF SAID FIRST PARTY shall pay or cause to be paid to the Second Party, its successors and assigns, said sum of money in the above described Note mentioned, together with interest thereon according to the terms and tenor of said Note and shall make and maintain such insurance and pay such taxes and assessments and perform the other obligations as provided in said Note, then these presents shall be wholly discharged and void, otherwise remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes are not paid before delinquent, the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten percent (10%) per annum until paid, and this mortgage shall stand as security for all such payments. And if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, the holder of said Note and this mortgage may elect to declare the whole sum or sums and interest due and payable at once and proceed to collect said debt, including attorney's fees, and so foreclose this mortgage, and shall be entitled to possession.

SAID FIRST PARTY waives notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation and appraisement laws.

AS AN ADDITIONAL consideration for the making of the within referred to loan, First Party grants to Second Party an option for a term of five years from the date of this instrument to purchase the above described real property and appurtenances thereto at the appraised value of said property as determined by an appraisal report prepared by a member of the American Institute of Real Estate Appraisers, however such price or value shall not exceed the maximum price of Forty-two Thousand and No/100 Dollars, \$ 42,000.00, plus four per cent per year from the date of this instrument to the time option is exercised. Such option may be exercised by Second Party only if First Party should cause to purchase all of its requirements of light petroleum products from Second Party or its duly designated agent or distributor for use at sale at the service station located upon the above described premises or if First Party should elect to sell the above described property. The aforementioned agreement shall be selected by Second Party from the membership of the American Institute of Real Estate Appraisers who reside in the vicinity of the city or town in which the above described property is located. Second First Party desire to sell said premises and have the purchaser relieved of the obligation to handle Second Party's petroleum products as herein provided, he shall upon receipt of a good faith offer in writing which he desires to accept notify Second Party of such fact by registered mail addressed to its general office in Oklahoma City, Oklahoma, and enclose a copy of such firm offer as may have been received. Upon receipt of such notice, Second Party must exercise the option herein provided within thirty (30) days of the same shall cease and terminate. This agreement shall be binding upon the heirs, successors and assigns of First Party.

IN WITNESS WHEREOF, the said First Party has executed this instrument the day and year first above written.

James F. Rissman
James F. Rissman

Lois A. Rissman
Lois A. Rissman

See Release of Mortgage See Book 115 Page 124
See Release of Mortgage See Book 136 Page 216