

SURFORD, RYBURN & FORD

ATTORNEYS AND COUNSELLORS AT LAW

DALLAS, TEXAS

78853 BOOK 129

KANSAS REAL ESTATE
AND CHATTEL MORTGAGESTATE OF KANSAS :
COUNTY OF DOUGLAS :

THIS INDENTURE, made this 21st day of October, A.D. 1961, between AMPCO CORPORATION, a Delaware corporation, with offices in Dallas, Dallas County, Texas (hereinafter called "Party of the First Part"), and SOUTHWESTERN LIFE INSURANCE COMPANY, a Texas corporation, of Dallas, Dallas County, Texas, (hereinafter called "Party of the Second Part").

WITNESSETH:

That Party of the First Part, in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Party of the Second Part, the receipt whereof is hereby acknowledged, and in further consideration of the indebtedness hereinafter mention, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Party of the Second Part, its successors and assigns, forever, all of the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

That part of the Northwest $\frac{1}{4}$ of Section 12, Township 13 South of Range 19 East of the 6th P.M., more particularly described as follows:

Beginning at the Northwest corner of Lot 5, in Block 2, in Southridge Addition Number 2, an addition to the City of Lawrence, Kansas, thence North 90° East 127.86 feet, thence North $77^{\circ} 12'$ East 32.99 feet, thence South $0^{\circ} 43'$ West 175.0 feet, thence North $89^{\circ} 17'$ West 160.12 feet, thence North $0^{\circ} 43'$ East 165.92 feet to the point of beginning,

together with all fixtures, machinery, equipment and other personal property owned by Party of the First Part located thereon and used or intended for use in connection therewith.

TO HAVE AND TO HOLD the said premises, together with all and singular the improvements, rights, members, tenements, hereditaments and appurtenances now or hereafter at any time before the foreclosure hereof, in any way and in anywise appertaining or belonging thereto, and all rents owing under any rent contract at the time of the foreclosure hereof, unto Party of the Second Part and its successors and assigns forever.

This conveyance is intended as a mortgage to secure the payment of one certain promissory note of even date herewith made and executed by Party of the First Part and payable to the order of Party of the Second Part at its principal office in the City and County of Dallas, State of Texas; said note being the principal sum of Fifty-Six Thousand and Twenty-Five Dollars (\$56,025.00), and bearing interest from date at the rate therein provided, both principal and interest being payable in 180 monthly installments on the 1st day of each month, commencing with December 1, 1961, until the principal amount plus interest is paid in full. The said monthly payment shall be applied first to the accrued interest and the balance to principal. Said note further provides for acceleration of maturity as provided therein and in this mortgage.