

STATE OF KANSAS,

COUNTY OF Johnson } ss.

BE IT REMEMBERED, that on this 13th day of September, A. D. 1963, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came

ROBERT L. FELLERS and MYRA E. FELLERS, husband and wife

whom ALL I personally known to me to be the same person 8 who executed the within mortgage, and such person 8 duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL)

Roy S. Bennett, Jr. Notary Public

My Comm. Expires: March 1, 1966

Recorded September 26, 1963 at 11:25 A.M.

Harold A. Book Register of Deeds

2048B—Kansas—Revised—4-40—1.P.

Printed in U.S.A.

85719

Mortgage

BOOK 135

THIS MORTGAGE, made September 24, 1963, by and between RIDGE HOUSE, INC.

of State of Kansas, the "Mortgagor" (whether one or more), and INVESTORS DIVERSIFIED SERVICES, INC. formerly Investors Syndicate, a corporation of the State of Minnesota, having its principal office and post office address at Minneapolis, Minnesota, the "Mortgagee."

WITNESSETH: The Mortgagor, for good and valuable consideration received, and also in consideration of the principal sum named in the note hereinafter described, does hereby mortgage, convey and warrant unto the Mortgagee, its successors and assigns, all of the following described lot or lots, tract or parcels of land, including therewith and as a part thereof, the buildings and improvements and all the rights, water rights, privileges, hereditaments and appurtenances, now or hereafter in anywise appertaining or belonging thereto, and any part of any street or alley adjacent, vacated or to be vacated, situated in the County of Douglas State of Kansas, to-wit:

South Hills Addition No. 2
Lots 1 and 18, Block 15 and Lot 13, Block 4, Southridge
Addition #2, City of Lawrence, Douglas County, Kansas

the "premises" herein, TOGETHER WITH the rents, issues and profits of the premises, and all fixtures, furnishings and equipment now, or hereafter during the term of this Mortgage, belonging or attached to any building on the land, or which are installed or placed in or about any such building for use as a part thereof in conjunction with the use or occupancy of the building, including under the foregoing (but not limited to, or by special or general reference limiting or excluding any other fixtures, furnishings or equipment as aforesaid), the following: storm vestibules, doors and windows; window, door and porch screening, awnings, shades and blinds; furnace, stoker, gas and oil and electric burners and heaters, grates, radiators and registers, hot water heater and all heating equipment; motors, fans, incinerators, air conditioners and ventilators; all lighting fixtures; linoleum; ice boxes, refrigeration units and equipment; kitchen cabinets and units; all utility unit sections;

All such fixtures, furnishings and equipment are and shall be deemed to be a permanent accession to the land or buildings thereon wherein placed or installed and a part of the premises, and real property as between the parties hereto and all parties claiming by, through or under them.

THIS MORTGAGE IS GIVEN to secure compliance with and the performance of the obligations and covenants herein of the Mortgagor, and to secure the payment of a promissory note of even date herewith, the terms of which are incorporated herein by reference, evidencing an indebtedness of the Mortgagor to the Mortgagee

in the principal sum of TWO HUNDRED FORTY THOUSAND

DOLLARS (\$ 240,000.00)

bearing interest from date at the rate of SIX AND ONE-QUARTER per centum (6 1/4 %) per annum on the unpaid balance, both interest and principal being payable monthly at the principal office of the Mortgagee, or at such other place as the holder of the note may designate in writing, by monthly installments in the

amount of DOLLARS (\$

each, due and payable on the day of each and every month commencing

except that monthly installment payments shall not extend beyond 10 years on which date any principal and interest remaining unpaid shall be due and paid in full.

If the principal sum and interest are paid as in the note agreed and the covenants and agreements herein contained are fully kept, performed and complied with, then this Mortgage shall be discharged, but if default occurs in the making of any payment or as to any agreement, condition or covenant in the note or in this Mortgage required and agreed, the unpaid principal sum, interest, and all other indebtedness, the payment of which is secured hereby, shall at the election of the Mortgagee become immediately due and payable, without notice, and proceedings may be instituted by the Mortgagee for the recovery thereof by foreclosure of this Mortgage, or in any other manner permitted by law as the Mortgagee may elect, anything in the note or in this Mortgage contained to the contrary thereto notwithstanding. The Mortgagor hereby authorizes and empowers the Mortgagee to sell or cause to be sold the premises at public vendue and to convey the same to the purchaser in fee simple, in accordance with the Statutes in such case made and provided, and out of the proceeds of such sale to retain the moneys

For Government of Mortgages See Book 137 Page 87

The 15th day of 1963