

86181 BOOK 136

9-51 (5-62-Revised)-500

KANSAS — CITY MORTGAGE

THIS INDENTURE, Made the 18th day of October A. D. 1963, between 330 Maine Street Building, Inc., a Kansas corporation, having its principal office in the City of Lawrence, County of Douglas and State of Kansas, and John A. Albers and Robert D. Gillahan, both of Lawrence, County of Douglas and State of Kansas,

hereinafter (whether one or more in number) called Mortgagors, and The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, having its principal place of business and post office address at 720 East Wisconsin Avenue, Milwaukee 2, Wisconsin, hereinafter called Mortgagee:

WITNESSETH, that Mortgagors, in consideration of the sum of Sixty thousand dollars - - -

to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Mortgagee, forever, the following described Real Estate in the - - - City of Lawrence, County of Douglas - - - and State of Kansas, to-wit:

The south half of lot 86, except the east 25 feet of even width thereof, and the north 40 feet of lot 88, except the east 25 feet of even width thereof, in block 21, in that part of the City of Lawrence known as West Lawrence, together with an easement for ingress and egress over the west 25 feet of lot 45, the east 25 feet of the south half of lot 86, and the east 25 feet of lots 88 and 90, in said block 21, and subject to easements of record, if any.

Mortgagors specifically covenant and agree that they will not make any conveyance of the mortgaged real estate nor cause or permit title thereto to be vested in any other person or persons nor cause or permit a change in the existing proportionate ownership in the capital stock of 330 Maine Street Building, Inc., without the prior written consent of Mortgagee. Any such conveyance or transfer of title or change in the existing proportionate ownership of said capital stock without written consent of Mortgagee shall constitute a default under the terms of this instrument and Mortgagors agree to pay to Mortgagee in addition to the whole indebtedness hereby secured (as provided in the event of default) a prepayment fee, to the extent that such shall be lawful, of five per cent on the original principal amount of the loan, less the required payments made thereon. It is understood and agreed that a change in stock ownership due to death of an individual stockholder is not a change in stock ownership prohibited by this provision; further that John A. Albers and Robert D. Gillahan, co-signers of the note secured hereby, join in this instrument as Mortgagors solely for the purpose of assuming responsibility and being bound by the terms of this specific covenant and agreement.

(Continued on page 3 of this mortgage.)

Together with Mortgagors' interest as lessors in and to all leases of said premises, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Mortgagors during the life of this mortgage or any extension or renewal hereof, reserving to Mortgagors their statutory equity and redemption rights therein, provided and hereby intending that in case of foreclosure sale the lessors' interest in any such leases then in force shall, upon expiration of Mortgagors' right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by said purchaser to terminate or enforce any of such leases hereafter made and together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all engines, boilers, elevators and machinery, and all heating apparatus, electrical equipment, air-conditioning equipment, water and gas fixtures, shades, awnings, screens, storm sash and blinds, and all fixtures of every description, belonging to said Mortgagors, which are or may be placed or used upon the premises above described, or appurtenant thereto, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and together with the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises."

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns.
CONDITIONED, HOWEVER, That if

Mortgagors shall pay or cause to be paid to Mortgagee, at its office in the City of Milwaukee, Wisconsin, the principal sum of Sixty thousand dollars, - - - - - with final maturity on November 1, 1983, - - - - - and with interest, according to the terms of a promissory note of even date herewith executed by them and payable to the order of Mortgagee, and shall likewise pay or cause to be paid such additional sums, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by a promissory note or notes of Mortgagors, such additional note or notes to be identified by a recital that it or they are secured by this mortgage, and such note or notes shall be included in the word "note" wherever it appears in the context of this mortgage, and shall also fully perform all the covenants, conditions, and terms of this mortgage, then these presents shall be void, otherwise to remain in full force and effect, and Mortgagee shall issue a release of this mortgage, which Mortgagors agree to record at their own expense.

This mortgage contains 5 pages, the inserted page being identified by initials (EWC).

For Partial Release Easement See Book 144 Page 273