

MORTGAGE--Savings and Loan Form

86587 BOOK 136
MORTGAGE

LOAN NO. 470507

This Indenture, Made this 2nd day of January A. D., 1964

by and between Hird Incorporated, a Kansas corporation,

of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Sixteen Thousand Three Hundred and No/100 (\$16,300.00) DOLLARS, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas State of Kansas, to-wit:

Beginning at the Northwest corner of the North Half of the Northeast quarter of Section 25, Township 12 South, Range 19 East; thence South on the West line of said Northeast Quarter 628.0 feet; thence East parallel to the North line of said Northeast Quarter 919.0 feet; thence North parallel to the West line of said Northeast Quarter 628.0 feet to a point on the North line of said Northeast Quarter; thence West on the North line of said Northeast Quarter 919.0 feet to the point of beginning, containing 13.25 acres, more or less; said tract lying within the boundaries of the following: All that part of the North One-half of the Northeast Quarter of Section 25, Township 12 South, Range 19 East of the 6th P.M. lying West of the Right of Way of the Atchison, Topeka & Santa Fe Railway Company, except the following tract: Beginning at the Northwest corner of Block 5, West Lawrence, an Addition to the City of Lawrence, and on the South line of the North One-half of the Northeast Quarter of Section 25, Township 12 South, Range 19 East; thence North 149.3 feet; thence North 43 degrees and 10 minutes West 16.5 feet; thence North 46 degrees 50 minutes East 195.5 feet; thence South 65 degrees 17 minutes East 239.9 feet; thence South 49 degrees and 34 minutes East 90.3 feet; thence South 43 degrees and 54 minutes East 164.9 feet; thence East 284.5 feet to the West right of way line of the Atchison, Topeka & Santa Fe Railway; thence South 18 degrees and 35 minutes East along said right of way, 17.4 feet to the South line of the North One-half of the Northeast Quarter of Section 25; thence West along the South line of the North One-half of the Northeast Quarter of Section 25, to the place of beginning, and containing 2.49 acres, more or less, all in Douglas County, Kansas;

This is a purchase money mortgage.
The mortgagor also agrees that should the construction on the property securing this mortgage and the note secured hereby not be completed within six months from the date hereof, the mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

THE MORTGAGOR HEREIN WAIVES ALL RIGHTS TO A PERIOD OF REDEMPTION IN ANY ACTION TO FORECLOSE UNDER THE TERMS OF THIS INSTRUMENT.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as a part of the plumbing therein, or for any purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

AND ALSO the Mortgagor covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS and this instrument is executed and delivered to secure the payment of the sum of Sixteen Thousand Three Hundred and No/100 DOLLARS, with interest thereon and such charges and advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date herewith, secured hereby, executed by mortgagor to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in said note.