

87540

BOOK 137

KANSAS - CITY MORTGAGE

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

THIS MORTGAGE, Made the 6th day of April A. D. 1964, between

Crescent Oil, Inc., a Kansas corporation, having its principal office in the City of Lawrence, County of Douglas and State of Kansas,

hereinafter (whether one or more in number) called Mortgagors, and The First National Bank of Topeka, a National Banking Association, having its principal place of business and post office address at Sixth and Kansas, of Topeka, Shawnee County, State of Kansas, hereinafter called Mortgagee:

WITNESSETH, That Mortgagors, in consideration of the sum of Five hundred twenty-five thousand - - - - - dollars to them in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, do by these presents mortgage and warrant unto Mortgagee the following described Real Estate in the City of Lawrence, County of Douglas - - - - - and State of Kansas, to-wit:

Lots 1, 2, 3, 4, 5 and 6, in block 3, in Southridge Addition No. 2, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

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."

Together with all carpeting, ranges, ovens, dish washers, refrigerators and air-conditioning equipment belonging to Mortgagors, which are or may be used, installed in, or placed upon the premises above described, together with and including any replacements of, or additions to such carpeting, ranges, ovens, dish washers, refrigerators and equipment during the life of this mortgage, all of which for the purpose of this mortgage shall be deemed fixtures and subject to the lien hereof and referred to hereinafter as the "premises." Mortgagors agree not to sell, transfer, assign or remove any of such carpeting, ranges, dish washers, refrigerators or equipment, now or hereafter located on the above described real estate, without prior written consent from the Mortgagee, unless such action results in substitution or replacement with similar items of equal value.

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses herein set forth.

CONDITIONED, HOWEVER, That if

Mortgagors

shall pay or cause to be paid to Mortgagee, at its office in the City of Topeka, Kansas, or at such place which may hereafter be designated by Mortgagee, the principal sum of

Five hundred twenty-five thousand - - - - - dollars,

with final maturity on October 1, 1984, - - - - - 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.

## MORTGAGORS COVENANT AND AGREE:

1. That at the time of the execution and delivery of this mortgage, Mortgagors are well seized of said premises in fee simple, have good right and authority to mortgage the same as herein provided, that said premises are free from all incumbrances and charges whatever, and that Mortgagors will forever warrant and defend the same against all lawful claims whatsoever.

2. To keep said premises insured for the protection of Mortgagee in such manner, in such amounts and in such companies as Mortgagee may from time to time approve, and to keep the policies therefor, properly endorsed, on deposit with Mortgagee; and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not, or to the restoration of said improvements.

For In addition Agreement see Book 161 Page 513  
For Cessionment of Mortgage see Book 139 Page 213