

FORM NO. 1112 CLASS 1

DEMAREE STATIONERY CO., 208 Walnut, Kansas City, Mo.

Kansas Real Estate Mortgage

87655

BOOK 137

This Mortgage, Made this 20th day of April in the

year of Our Lord One Thousand Nine Hundred sixty-four by and between
SANDS HOTEL - INN, INC.

, a corporation organized and existing under the laws of

the state of Kansas
EMPIRE STATE BANK

, party of the first part, and

part y of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of
THIRTY THOUSAND AND NO/100- - - - - DOLLARS,
to it in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, has
granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said
part y of the second part, and to its heirs and assigns forever, all of the following described
tract, piece, and parcel of land lying and situate in the County of Douglas
and State of Kansas, to-wit:

Lots 1 and 2, in Block 2, in Southwest Addition No. 11, in the City of Lawrence,
as shown by the recorded Plat thereof, in Douglas County, Kansas.

Subject to all easements, restrictions, reservations and covenants, if any, now of
record.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto
the said part y of the second part, and to its heirs and assigns forever, provided always, and this instrument is made,
executed and delivered upon the following conditions, to-wit:

WHEREAS,

the said party of the first part has this day made, executed and delivered to the said part y of the second part its Promissory
Note of even date herewith, by which it promises to pay to the said

part y of the second part

or order, for value

received THIRTY THOUSAND AND NO/100- - - - - DOLLARS,
due 19 64 with interest from APRIL 20 1964 to maturity at the rate of SIX (6)

per cent per annum payable quarterly as evidenced by

for the sum of \$ each, falling due on the

days of

and

in each year, both

principal and interest notes are payable at

and bear interest from maturity until paid at the rate of

per cent per annum, payable semi-annually.

NOW, If the said party of the first part

shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with interest thereon, according to
the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or
any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum
and interest shall, at the option of said part y of the second part or assigns, by virtue of this Mortgage, immedi-
ately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land
and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and
payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon
forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part y of the second part,

heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note
and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by
law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said
premises of said party of the first part, its assigns and all persons claiming under it, at which sale, appraisal of said property
is hereby waived by said party of the first part, and all benefits of the Stay Laws of the State of Kansas are hereby waived by
said party of the first part. And the said party of the first part shall and will at its own expense from the date of the execution
of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep
the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do
business in the State of Kansas, to the amount of

Dollars,
for the benefit of the said part y of the second part or his assigns; and in default thereof said part y of the
second part may at his option effect such insurance in one name, and the premium or premiums, costs, charges
and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes
or statutory liens against said property, all of which sums with per cent interest may be enforced and collected in the
event of default of the principal debt hereby secured.

AND the said party of the first part does hereby covenant and agree that at the delivery hereof said

the lawful owner of the premises above

granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that it will
Warrant and Defend the same in the quiet and peaceable possession of said part y of the second part its heirs and
assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused this instrument to be signed on its behalf, by its
President, and to be attested by its Secretary, and has caused its seal to be affixed the day and year above stated.

ATTEST: ELAINE D. SPARKS

Elaine D. Sparks
Secretary
Robert S. Lyon
Lois Lyon

SANDS HOTEL - INN, INC.

By Robert S. Lyon
President
Paul Lammers
Lucille Lammers

For Modification Agreement See Book 4138 Page 466