

89907 BOOK 139

11-441 (3-64 Revised)-500

KANSAS — CITY MORTGAGE

THIS INDENTURE, Made the 3rd day of November A. D. 1964 between ALFRED D. ROBISON and MARCIA ANN ROBISON, individually and as husband and wife, of Douglas County, Kansas, hereinafter called Mortgagors, and MISSOURI VALLEY INVESTMENT COMPANY, a Missouri corporation authorized to do business in the state of Kansas and having its principal office at 2812 West 47th Street, Kansas City 3, Kansas, hereinafter called Mortgagee:

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 ONE HUNDRED TWENTY THOUSAND AND NO/100 ---- (\$120,000.00) ----- 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: Commencing on the West line of Ohio Street in the City of Lawrence, produced South from the original town to a point 188 feet North of the South line of Section 31, Township 12, Range 20; thence South on said West line of Ohio Street produced 125 1/3 feet; thence West 125 feet; thence North 62 2/3 feet; thence West 105 feet; thence North 62 2/3 feet; thence East 230 feet to the place of beginning in the City of Lawrence, Douglas County, Kansas.

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

The Mortgagors further agree that they will not make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the written consent of the Mortgagee. Any such transfer, if the Mortgagee shall not so consent, shall constitute a default under the terms of this instrument and the Mortgagors shall pay to the Mortgagee, in addition to the whole indebtedness secured (as herein provided in event of default), a prepayment fee to the extent that such shall be lawful, of a sum equal to nine months interest on the then unpaid principal amount of the loan. If the Mortgagee shall so consent, it shall consent also to the substitution of Mortgagor's transferee as obligor under this Mortgage and the aforesaid Note.

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

ALFRED D. ROBISON AND MARCIA ANN ROBISON, Kansas City, Kansas Mortgagors shall pay or cause to be paid to Mortgagee, at its office in the City of ~~Lawrence, Kansas~~ ^{Milwaukee, Wisconsin}, the principal sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 - (\$120,000.00) DOLLARS ----- with final maturity on August 1, 1985, 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.

For Assignment of Mortgage see Book 140 Page 523
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