

THIS INDENTURE, Made the seventeenth day of February A. D. 1965 between Crescent Oil, Inc., a Kansas corporation, having its principal office at Independence, County of Montgomery 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 Ninety-two 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:

Lot 2 and the East 31.44 feet of Lot 3, in Block 2, in Southridge Addition No. 1, an Addition to the City of Lawrence, Douglas County, Kansas, as shown by the recorded plat thereof, subject to reservations, restrictions, covenants, and easements of record, if any.

Together with all carpeting, drapes, 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, drapes, ranges, ovens, dish washers, refrigerators and air-conditioning 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, drapes, ranges, dish washers, refrigerators or air-conditioning 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.

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 Crescent Oil, 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 the 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 nine months interest on the original principal amount of the loan less the payments made thereon. It is understood and agreed that a change in stock ownership due to death of an individual stockholder or inter-company transfers by and between companies owned and controlled by present stockholders of Crescent Oil, Inc. are not changes in stock ownership prohibited by this provision.

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 Ninety-two thousand dollars ----- with final maturity April 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 Modification Agreement see Books 161 Page 515