

Reg. No. 164
Fee Paid \$1,875.00

Ka. Mtg. Form No. 2 Rev. 3-18-55
(Incl. Tax and Ins. Deposits)

KANSAS MORTGAGE

THIS MORTGAGE, Made this 26th day of March, 1965, in the year One Thousand Nine Hundred and Sixty-Five, by and between THE LAWRENCE SHOPPING CENTER, INC.

of the County of Douglas, State of Kansas, party of the first part, hereinafter referred to as "Mortgagor" whether one person or more, and CITY BOND AND MORTGAGE COMPANY, a corporation of Kansas City, Missouri, party of the second part, hereinafter referred to as "Mortgagee".

WITNESSETH THAT:

The Mortgagor for and in consideration of SEVEN HUNDRED FIFTY THOUSAND AND NO/100-----

----- Dollars (\$ 750,000.00) to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortgagee and to its successors and assigns forever all of the following described land and improvements thereon situated in the County of Douglas, State of Kansas, to-wit:

TRACT "A" of THE MALLS SUBDIVISION, in the City of Lawrence in Douglas County, Kansas.

Borrower further agrees that should City Bond and Mortgage Company be unable to sell and deliver this mortgage and note secured hereby to FARMERS & MECHANICS SAVINGS BANK OF Minneapolis in accordance with all of the terms and conditions of said company's commitment dated March 22nd 1965, which commitment is incorporated herein by reference, the City Bond and Mortgage Company may, at its option, declare all sums secured hereby immediately due and payable.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows and doors, window shades, venetian blinds, inlaid floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, automatic water heaters, elevators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

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

WHEREAS, The Mortgagor is justly indebted to the Mortgagee in the principal sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100-----Dollars (\$750,000.00) and has agreed to pay the same with interest thereon according to the terms of a certain note or obligation in said principal amount, bearing even date herewith and made payable to the order of the Mortgagee and executed by the Mortgagor and providing for the payment thereof. In 240 successive monthly installments due and payable on the first day of each calendar month commencing on the first day of September, 1965, the first 239 of said installments being in the sum of FIVE THOUSAND THREE HUNDRED SEVENTY THREE AND 23/100 DOLLARS (\$5,373.23) each and the last installment which shall be due on the first day of August, 1985, being in the full amount of the then remaining balance of principal and interest. Each installment shall be applied first to the payment of interest and then principal.

See Assignment See Bond 142-Page 184