

Reg. No. 323

Fee Paid \$1,125.00

Ks. Mtg. Form No. 1 Rev. 8-64

1402 BOOK 110

KANSAS MORTGAGE

THIS MORTGAGE, Made this 28th day of May, in the year One Thousand Nine Hundred and Sixty-Five by and between

RIDGE HOUSE, INC. a corporation
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 FOUR HUNDRED FIFTY THOUSAND AND NO/100-----

Dollars (\$ 450,000.00)

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:

Lots 5, 6, 7 8, 9 and 10, all in Block 5, in Pioneer Ridge, an Addition to the City of Lawrence, in Douglas County, Kansas, as shown by the recorded plat thereof.

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 FOUR HUNDRED FIFTY THOUSAND AND NO/100----- Dollars (\$ 450,000.00) 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.

All due and payable on the 27th day of February, 1966,

PAYMENT OF PRINCIPAL AND INTEREST OF THE WITHIN NOTE IS HEREBY GUARANTEED. Presentment, Demand and Notice of Protest Waived.

Allen J. Moore and Dorothy Moore
Bruce E. Yeakel and Janet J. Yeakel

Mark C. Moore and Lois Ann Moore
Lois Ann Moore
VIKING INVESTMENT CO., INC.
BY: ALLEN J. MOORE-PRESIDENT