

STATE OF Kansas Montgomery COUNTY, ss.

BE IT REMEMBERED, That on this 3 day of November A.D. 1965 before me, the undersigned, a Notary Public in and for the county and State aforesaid, came R. P. Johnson President of Crescent Oil, Inc. a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Paul A. Hanson, Jr. Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation Crescent Oil, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Seal the day and year last above mentioned.

Brian K. Kutz Notary Public
Term Expires August 27 1969

Recorded November 5, 1965 at 9:50 A.M.

Janis Deem Register of Deeds

Reg. No. 728
Fee Paid \$131.25

CORPORATION

BOOK 142 3215

MORTGAGE

CL 3314

THIS AGREEMENT, is made and entered into this 4th day of November, 1965, by and between THE ASSOCIATED PROPERTY COMPANY, INC., of Douglas County, State of Kansas, referred to hereinafter as Mortgagor, and American Savings Association of Topeka, a corporation, organized and existing under and by virtue of the laws of the State of Kansas, referred to hereinafter as Mortgagee:

WITNESSETH THAT:

The Mortgagor for and in consideration of the sum of FIFTY-TWO THOUSAND FIVE HUNDRED AND NO/100-----Dollars (\$ 52,500.00), the receipt of which is hereby acknowledged, do by these presents, mortgage and warrant unto the mortgagee, its successors and assigns, the following described real estate located in the County of Douglas and State of Kansas, to-wit:

Lot Seven (7), in Block Three (3), in Broadview Terrace, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

Together with all heating, lighting and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, window shades or blinds, used on or in connection with any improvements located upon the above described real estate, whether the same are now located on said real estate or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining forever, and warrant the title to the same. The mortgagor warrants that at the delivery of this mortgage, the mortgagor is the lawful owner of the entire interest in and to the above described premises and that the mortgagor is the owner of an indefeasible estate of inheritance therein, free and clear of any and all liens or encumbrances except those of record.

The mortgagor further warrants and agrees to defend the title thereto against the claims and demands of all persons.

It is agreed that this mortgage is given to secure the payment of FIFTY-TWO THOUSAND FIVE HUNDRED AND NO/100-----Dollars (\$ 52,500.00),

with interest thereon at the rate of six & one-fourth per cent per annum (6 1/4 %), together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of a certain promissory note of even date herewith and secured hereby, executed by said Mortgagor to said Mortgagee payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated in this mortgage by reference. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee and any and all indebtedness in addition to the amount above stated which said mortgagor or any of them may owe to said mortgagee, however evidenced, whether by note or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns until all amounts secured hereunder including future advances are paid in full with interest thereon.

The Mortgagor also agrees and warrants as follows:

1. Time is of the essence of this agreement. Mortgagor shall promptly pay the said principal of and said interest on the indebtedness evidenced by said promissory note and any and all other payments provided in said note and in this mortgage, at the times and in the manner therein provided.

2. In addition to the said payments of principal, interest, and other charges provided for in said note, the Mortgagors shall pay all taxes and assessments of every kind and nature upon the above described mortgaged property, when the same become due and payable. A sum equal to one-twelfth of the total estimated amount of the current years real estate taxes and assessments shall be paid monthly in advance to said Mortgagee upon the regular monthly payment date, to be used by said Mortgagee to pay said taxes and assessments. If the fund so created and held by said Mortgagee until said taxes and assessments become due and payable is insufficient to pay said taxes and assessments when due, the Mortgagor agrees to pay the difference upon demand from the Mortgagee. If the fund so created exceeds the amount of said real estate taxes and assessments, the excess shall be credited to the Mortgagor and applied on interest or principal or held for future taxes as said Mortgagee may elect. The waiving of such monthly payments for taxes and assessments at any time shall not bar the Mortgagee from later requiring such payments from the Mortgagor.