

Reg. No. 837  
Fee Paid \$2,500.00

BOOK 112 3372 MORTGAGE

THIS INDENTURE WITNESSETH, That RIDGE HOUSE, INC., a Kansas corporation hereinafter called the mortgagor, which term shall be construed to include successors and assigns does hereby grant, bargain, sell, convey, mortgage and warrant to THE FIRST NATIONAL BANK OF KANSAS CITY, a national banking association maintaining its principal office in Kansas City, Jackson County, Missouri, hereinafter called the mortgagee, which term shall be construed to include successors and assigns, the following described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lots 1, 2, 3 and 4, in Block 5, and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in Block 7, all in PIONEER RIDGE, an addition to the City of Lawrence, in Douglas County, Kansas, as shown by the recorded plat thereof.

Subject to easements and restrictions of record.

Together with all buildings, appurtenances and improvements thereon situate or which may hereafter be erected or placed thereon, and the rents, issues, profits, royalties and revenues thereof, and all right, title and interest of Mortgagor in and to all streets, boulevards, avenues or other public thoroughfares in front of and adjoining the above described premises, including all easements, licenses and rights-of-way, thereunto attached or belonging, and also all right, title and interest of Mortgagor in and to all strips and gores of land adjacent to said premises; and also all engines and machinery, heating, lighting, ventilating, cooling, refrigerating, water supply apparatus, ranges, bath tubs, sinks, water closets, basins, disposals, air conditioning units, pipes, faucets, mantels, refrigerators (mechanical or otherwise), shades, awnings, screens, blinds, rugs, carpets, mirrors, lamps, draperies, curtains, hangings, pictures and other furniture, furnishings and fixtures now or hereafter located upon and used or furnished in connection with the letting or operation of said premises.

TO HAVE AND TO HOLD THE SAME, with all the easements, rights, privileges and appurtenances aforesaid thereunto belonging all of which are hereinafter called the mortgaged premises, unto Mortgagee and to its successors and assigns forever.

THE MORTGAGOR HEREBY COVENANTS AND AGREES:

1. That this mortgage is given as security for the performance and observance of the covenants and agreements herein contained and to secure to the mortgagee the payment of the sum of ONE MILLION DOLLARS (\$1,000,000.00) and interest thereon, evidenced by the mortgagor's promissory note of even date herewith, payable according to its terms, to the order of the mortgagee, a copy of said note marked Exhibit "A" being attached hereto and made a part hereof.
2. The mortgagor is well and lawfully seized of the mortgaged premises as a good and indefeasible estate in fee simple and has good right and full power to sell and convey the same; that the mortgaged premises are free and clear of all encumbrances, except building and use restrictions of record, if any, zoning ordinances, if any, and taxes and assessments not yet overdue; that the mortgagor will make any further assurances of title that the mortgagee may require and will warrant and defend said mortgaged premises against all lawful claims and demands whatsoever.
3. Mortgagor will pay the indebtedness hereby secured and interest thereon promptly on the days specified for the same to become due and payable, and also on demand any other indebtedness that may accrue and become due and payable to the

For Assignment & Mortgage see Book 145 Page 246