

Reg. No. 922
 Fee Paid \$1,125.00

Ka. Mtg. Form No. 1 Rev. 3-15-55
 (Ind. Tax and Ins. Deposits)

KANSAS MORTGAGE

3616 BOOK 142

THIS MORTGAGE, Made this 8th day of December, 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 the right to use and enjoy the swimming pool existing upon Lot 1, Block 5, said Pioneer Ridge, as granted by the easement dated May 20, 1965, and recorded in Book 238 at Page 505, records of Douglas County, Kansas.

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, in 240 successive monthly installments due and payable on the first day of each calendar month commencing on the first day of JANUARY, 1966, the first 239 of said installments being in the sum of THREE THOUSAND TWO HUNDRED TWENTY THREE AND 94/100 DOLLARS (\$3,223.94) each and the last installment which shall be due on the first day of DECEMBER 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 Easement & See Book 143 Page 46