

BOOK 112

3923

SUPPLEMENTAL MORTGAGE

(Securing Additional \$100,000.00 Loan)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore on March 15, 1965, MERLIN C. STICKELBER, as Manager of Stickelber & Associates, a Joint Venture established under Joint Venture Agreement dated September 28, 1964 (hereinafter referred to as "Mortgagor") executed, acknowledged and delivered to THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, a national banking association with its principal address and place of business at 15 East Fifth Street, Tulsa, Oklahoma (hereinafter referred to as "Mortgagee") a promissory note in the amount of \$1,300,000.00 payable to the order of Mortgagee on July 17, 1967, and bearing interest at 6% per annum, payable semi-annually as therein provided; and

WHEREAS, concurrently therewith, Mortgagor executed, acknowledged and delivered to Mortgagee a Mortgage (hereinafter referred to as the "Mortgage") securing the payment of the above described note and the covenants of Mortgagor set forth in the Mortgage, covering the following described real property located in Douglas County, Kansas, to-wit:

Lots One (1), Two (2), Three (3) and Four (4) in Sigma Nu Addition, an Addition in the City of Lawrence, State of Kansas, according to the recorded plat thereof,

which has been duly recorded in Book 110 at Page 35 of the records of the County Clerk and Recorder of Deeds of Douglas County, Kansas; and

WHEREAS, concurrently with the execution hereof, and to evidence a supplemental and additional loan from Mortgagee to Mortgagor, Mortgagor has executed and delivered to Mortgagee a promissory note in the original principal amount of \$100,000.00 payable to the order of Mortgagee on July 17, 1967, and bearing interest at the rate of 6% per annum, payable on March 17, 1966, September 17, 1966, March 16, 1967 and at maturity; and

WHEREAS, to induce Mortgagee to make the loan to Mortgagor evidenced by the above described \$100,000.00 note, Mortgagor has agreed with Mortgagee to secure the payment thereof by a Mortgage upon the above described property of like tenor and effect as the Mortgage;

NOW, THEREFORE, Mortgagor does hereby covenant and agree with Mortgagee, its successors and assigns, that the Mortgage shall henceforth secure the payment of the \$100,000.00 note of even date herewith as described hereinabove, as well as the \$1,300,000.00 note of March 15, 1965, first hereinabove described as fully and completely as if both notes were fully and completely therein described and set forth as the indebtedness secured thereby.

DATED this 8th day of December, 1965.

Merlin C. Stickelber
MERLIN C. STICKELBER, as Manager of
Stickelber & Associates, a Joint Venture
established under Joint Venture Agree-
ment dated September 28, 1964.

See Release of Mortgage - See Book 152 Page 305