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11-441 (3-64 Revised-500)

BOOK 143

4348

KANSAS — CITY MORTGAGE

THIS INDENTURE, Made the First day of March A. D. 1966 between Argo Investment Company, Inc., a Kansas corporation; and Hal S. Brent, Jr. and Jeannette Dennis Brent, his wife, of Johnson County, Kansas; and Stanley P. Christopher III and Barbara R. Christopher, his wife

James B. Nutter & Company of Kansas City, Missouri, hereinafter (whether one or more in number) called Mortgages, and The Mortgages, hereinafter called Mortgagee, having its principal place of business and post office address at 4548 Main Street, Kansas City, Missouri, 64111, hereinafter called Mortgagee:

WITNESSETH, that Mortgages, in consideration of the sum of One Hundred Seventy-Five Thousand -----Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto Mortgagee, forever, the following described Real Estate in the City of Lawrence, County of Douglas and State of Kansas, to-wit: Lots 9, 10 and 11, Block 28, QUIVERA PLACE, an Addition to the City of Lawrence, Douglas County, Kansas, as shown by Replat of West One-Half of said Block 28, filed for record August 19, 1933, recorded in Plat Book 3, Page 47, of the records in the office of the Register of Deeds of Douglas County, Kansas.

Together with all ranges, ovens, refrigerators, dishwashers, disposals, carpeting and air-conditioning equipment belonging to mortgagors, which are or may be used, installed in, or placed upon the premises above described, together with any replacements of, or additions thereto during the life of this mortgage, all of which for the purpose of this mortgage shall be deemed fixtures and subject to the lien hereof and referred to hereinafter as the "premises". Mortgages agree not to sell, transfer assign or remove any of such property now or hereafter located on the above described real estate, without prior written consent from the Mortgagee, unless such action results in substitution or replacement with similar items of equal value.

It is understood and agreed that the mortgage shall constitute a Security agreement creating a security interest in the fixtures herein described as evidenced by a Financing Statement of even date herewith which has been filed in the proper records.

Together with Mortgages' interest as lessors in and to all leases of said premises, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Mortgages during the life of this mortgage or any extension or renewal hereof, reserving to Mortgages their statutory equity and redemption rights therein; provided and hereby intending that in case of foreclosure sale the lessors' interest in any such leases then in force shall, upon expiration of Mortgages' right of redemption, pass to the purchaser at such sale as a part of the mortgaged premises, subject to election by said purchaser to terminate or enforce any of such leases hereafter made and together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all engines, boilers, elevators and machinery, and all heating apparatus, electrical equipment, air-conditioning equipment, water and gas fixtures, shades, awnings, screens, storm sash and blinds, and all fixtures of every description, belonging to said Mortgages, which are or may be placed or used upon the premises above described, or appurtenant thereto, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and together with the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises."

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns. **CONDITIONED, HOWEVER**, That if Argo Investment Company, Inc.; and Hal S. Brent, Jr. and Jeannette Dennis Brent, his wife; and Stanley P. Christopher III and Barbara R. Christopher, his wife shall pay or cause to be paid to Mortgagee, at its office in the City of Kansas City, Missouri, the principal sum of One Hundred Seventy-Five Thousand Dollars

with final maturity on January 1, 1987 and with interest, according to the terms of a promissory note of even date herewith executed by them and payable to the order of Mortgagee, and shall likewise pay or cause to be paid such additional sums, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgages when evidenced by a promissory note or notes of Mortgages, such additional note or notes to be identified by a recital that it or they are secured by this mortgage, and such note or notes shall be included in the word "note" wherever it appears in the context of this mortgage, and shall also fully perform all the covenants, conditions, and terms of this mortgage, then these presents shall be void, otherwise to remain in full force and effect, and Mortgagee shall issue a release of this mortgage, which Mortgages agree to record at their own expense.