## Reg. No. 1,113 Fee Paid \$250.00

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(No. 52K) MORTGAGE The Outlook P sher of Legal Blanks, Law BOOK 143 4444 14th day of / March , 19 66 between This Indenture, Made this ..... MID-CENTRAL REALTY CO., a Missouri corporation, duly licensed to transact business in the State of Kansas, of Kansas City , in the County of Jackson and State of Missouri

part y of the first part, and THE LAWRENCE NATIONAL BANK of Lawrence, Kansas part y of the second part. Witnesseth, that the said part y ..... of the first part, in consideration of the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00) - - - - - - DOLLARS to .... 1.t..... ... duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do .es. GRANT, BARGAIN, SELL and MORTGAGE to the said part y. of the second part, the following described real estate situated and being in the County of Douglas and State of

Lot Ninety-nine (99) on Massachusetts Street, in Lawrence, Kansas, known as the Varsity Theatre,

Kansas, to-wit:

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subject to the terms and provisions of a certain Lease dated March 1, 1966, on the above described real estate and improvements, by and between Mid-Central Realty Co., Lessor, and Mid-Central Theatres. Inc., Lessee, which said Lease has been assigned by Mortgagor herein to Mortgagee as additional security, including the rents, issues and profits thereof; provided, however, that the Mortgagor shall be entitled to collect and retain the rents, issues and profits until default hereunder; and Mortgagor hereby agrees that in the event of default hereunder the period of redemption shall be reduced to six (6) months;

with the appurtenances and all the estate, title and interest of the said part X of the first part therein. And the said part .y ..... of the first part do CS. hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that it will warrant and defend the same against all parties making lawful claim therefo.

and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that it. Will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part  $\mathcal{Y}$  of the second part, the loss, if any, made payable to the part  $\mathcal{Y}$  of the second part, the loss, if any, made payable to the part  $\mathcal{Y}$  of the second part, the loss, if any, made payable to the part  $\mathcal{Y}$  of the second part, the loss, if any, made payable to the part  $\mathcal{Y}$  of the second part  $\mathcal{Y}$  of the first part shall fail to pay such taxes when the same become due and payable or to keep said presess insured as herein provided, then the part  $\mathcal{Y}$  of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shell bear interest at the rate of 10% from the date of payment until folly repaid. Th is agreed between the parties hereto that the part y = of the first part shall at all times during the life of this indenture, pay all taxes

THIS-GRANT is intended as a mortgage to secure the payment of the sum of One Hundred Thousand Dollars. (\$100.000.00) DOLLARS

rding to the terms of  $\circ$  OBC, certain written obligation, for the payment of said sum of money, executed on the  $14\,{
m th}$ day of March 1966, and by 115 terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part of the second part to pay for any insurance or to discharge any taxes with interest therein as herein provided, in the event that said part of the first part shall fail to pay the same as provided in this indenture

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if, the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said part *J* of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to sail the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part  $\mathcal{Y}_{-}$  making such sale, on demand, to the first part  $\mathcal{Y}_{-}$