

593

Reg. No. 1,291  
Fee Paid \$800.00

11-441 (2-65 Revised)-500

KANSAS — CITY MORTGAGE

THIS INDENTURE, Made the Seventh day of May, 1966 A. D. between

QUADRANGLE INVESTMENTS, INCORPORATED, a Kansas corporation

JAMES B. NUTTER & COMPANY hereinafter (whether one or more in number) called Mortgagors, and ~~THE KANSAS CITY MORTGAGE COMPANY, INCORPORATED~~ a corporation, having its principal place of business and post office address at ~~1100 East 12th Street, Kansas City, Missouri, 64111~~ 4548 Main, Kansas City, Missouri, 64111 hereinafter called Mortgagee:

WITNESSETH, that Mortgagors, in consideration of the sum of THREE HUNDRED TWENTY THOUSAND AND NO/100 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

Lot 1, HILLCREST THIRD ADDITION, an addition to the City of Lawrence, 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 and including 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". Mortgagors agree not to sell, transfer assign or remove any of such property now or hereinafter 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 Mortgagors' 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 Mortgagors during the life of this mortgage or any extension or renewal hereof, reserving to Mortgagors 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 Mortgagors' 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 Mortgagors, 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 QUADRANGLE INVESTMENTS, INCORPORATED

Kansas City, Missouri Mortgagors shall pay or cause to be paid to Mortgagee, at its office in the City of ~~Kansas City, Missouri~~ the principal sum of Three Hundred Twenty Thousand and no/100 ----- Dollars

with final maturity on April 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 Mortgagors when evidenced by a promissory note or notes of Mortgagors, 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 Mortgagors agree to record at their own expense

Security Agreement See Book 145 Page 390