

THIS INDENTURE, Made the 13th day of April, A. D. 1967 between

CHRISTOPHER INVESTMENT COMPANY, INC., a Kansas Corporation

James B. Nutter & Company, hereinafter (whether one or more in number) called Mortgagors, and The ~~Bank of America National Association~~ ^{Bank of America National Association}, a Wisconsin corporation, having its principal place of business and post office address at ~~720 East Wisconsin Avenue, Milwaukee 2, Wisconsin~~ ^{4153 Broadway, Kansas City, Missouri 64111}, hereinafter called Mortgagee.

WITNESSETH, that Mortgagors, in consideration of the sum of Two Hundred Thirty 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:
Block 4
Lots 5, 6, 7 & 8, WESTDALE ADDITION #2, Replat of Lots 1, 3, 4, 10, 11, 12, 13, 14, 15, Westdale 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 agreed that, if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and mortgagors agree to join with the mortgagee's in the execution of any financing statements and to execute any other instruments that may be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

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 Christopher Investment Company, Inc.,

pay or cause to be paid to Mortgagee, at its office in the City of ~~Lawrence, Kansas~~ ^{Kansas City, Missouri}, the principal sum of Two Hundred Thirty Thousand and no/100 dollars-----
with final maturity on February 1, 1988
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.

For Assignment of Mortgage See Book 149 page 601