Section which is 294 feet North of the Southeast corner of the Northeast Quarter of said Section; thence South flong the East line of said Quarter Section to a point 147 feet North of the Southeast corner of said Northeast Quarter; thence West along the South line of said Quarter Section a to point of beginning, Douglas County, Kansas.

Subject to easements, reservations and restrictions of record.

Together with all buildings, appurtenances and improvements thereon situate or which may hereafter be erected or placed thereon, and all right, title and interest of Mortgagor in and to all streets, boulevards, avenues or other public thoroughfares in front of and adjoining the above described premises, including all easements, licenses and rights of way, thereunto attached or belonging, and also all fixtures and articles of personal property, now or hereafter located upon and used in connection with the operation of said premises, all of which fixtures and articles of personal property shall be deemed to be fixtures and accessories to the freehold, and a part of the realty as between the parties hereto and subject to the lien of this Mortgage.

It is expressly understood and agreed that this is intended as a Mortgage to secure the payment of any sum or sums of money which may be owing to Mortgagee, its successors or assigns, by the Mortgagor at the date hereof or from time to time as the parties hereto may now or hereafter agree.

TO HAVE AND TO HOLD THE SAME, with all the easements, rights, privileges and appurtenances aforesaid thereunto belonging unto Mortgagee and to its successors and assigns forever.

WHEREAS, Mortgagor covenants and agrees that at the delivery hereof it is the lawful owner of the premises hereinabove granted and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that it will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever; and

WHEREAS, Mortgagor, being justly indebted to Mortgagee, has concurrently herewith executed and delivered to Mortgagee its certain promissory note, a copy of which is attached hereto and incorporated herein by reference.

## PROMISSORY NOTE

\$401,000.00

a. Fra

April 1, 1967

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CENTER DEVELOPMENTS OF KANSAS, INC., a Kansas corporation (hereinafter with its successors called the "Company"), FOR VALUE RECEIVED hereby promises to pay to THE MISSOURI FUND FOR BUSINESS CAPITAL, INC. and COMMERCIAL CAPITAL CORPORATION, or order, on the 1st day of April, 1972, the principal sum of Four Hundred One Thousand Dollars (\$401,000.00) and to pay interest from date at the rate of six per cent (6%) per annum on the balance of principal from time to time remaining unpaid, payable on June 1, 1967 and quarter-annually thereafter successively on the first day of each September, December, March and June until the full amount of principal and interest hereof has been paid. Any overdue payment of interest or principal shall bear interest at the rate of ten per cent (10%) per annum from the due date until paid.

Payments of both principal and interest are to be made at the office of Brown & Koralchik, Attorneys, 408 Lathrop Building, Kansas City, Missouri, or such other place as the holder hereof shall designate to the Company in writing, in lawful money of the United States of America.

The Company shall have the right at any time or from time to time upon thirty (30) days' notice in writing to the holder hereof to prepay all or, in the principal amount of One Thousand Dollars (\$1,000.00) or some multiple thereof, any part of this note at any time outstanding by paying in addition to the principal amount of such prepayment all interest on the amount of such prepayment accrued to the date of such prepayment.

This note is secured by a purchase money first mortgage of even date herewith which is a first lien on the real property encumbered thereunder.