

STATE OF KANSAS
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11939

BOOK 149

MORTGAGE

REGISTRATION FEE \$ 662.50

Debt \$ 265,000.00 No. 496

Paid 22 day of Jan 1968

JEAN O'BRIEN

Register of Deeds, Shawnee County, Kans.

By Dorothy B. B. Deputy

No. 8452

1968 JAN 22 PM 1 54

REGISTER OF DEEDS
JEAN O'BRIEN

THIS INDENTURE, Made this 17th day of January, 1968, by and between

FAIRLAWN HEIGHTS, INC.

in the County of Shawnee and State of Kansas, parties of the first part hereinafter called Mortgagors and the J. C. Sargent Mortgage and Investment Company, a corporation, of Topeka, Shawnee County, Kansas, party of the second part hereinafter called Mortgagee:

WITNESSETH: That the Mortgagors for and in consideration of the sum of -Two Hundred Sixty-five Thousand and no/100----- Dollars to them in hand paid by the said Mortgagee, the receipt hereto is hereby acknowledged, do hereby and by these presents MORTGAGE and WARRANT to the said Mortgagee and to its successors and assigns forever, all of the following described real estate, lying and situated in the

County of Shawnee & Douglas and State of Kansas to-wit:

Block A and the West 20 feet of Lot 7, Block B; in Final Plat of Fairlawn Acres Subdivision, in Shawnee County, Kansas.

The East Half of the Southeast Quarter of Section 13, and the North Half of the Northeast Quarter of Section 24, and the Northeast Quarter of the Northwest Quarter and the North Half acre of the West Half of the Northwest Quarter of Section 24 and the Southwest Quarter of Section 12, all in Township 13, Range 17, in Douglas County, Kansas.

"The maker hereof agrees to furnish an annual certified statement of income and expenses, such statement to be presented to the holder hereof within 30 days after the end of each fiscal year."

"The mortgagor, a Corporation, hereby agrees to wholly waive the entire period of redemption as against it, as authorized by the provisions of 1935 G.S. 60-3439, in the event of a foreclosure of this mortgage and a sale of the property herein described."

At the time the unpaid balance of this mortgage and the accompanying note is paid down to \$162,000.00, mortgagee agrees that upon request from mortgagor will release that part of the security legally described as: The East Half of the Southeast Quarter of Section 13, and the North Half of the Northeast Quarter of Section 24, and the Northeast Quarter of the Northwest Quarter and the North Half acre of the West Half of the Northwest Quarter of Section 24 and the Southwest Quarter of Section 12, all in Township 13, Range 17, in Douglas County, Kansas.

Together with all rents and other revenues thereof, the rights, easements, hereditaments and appurtenances thereto belonging and all personal property, whether the same are now located on said property or hereafter placed thereon and including all heating, air-conditioning, plumbing and lighting fixtures and equipment, burpers, screens, awnings, storm windows and doors, window shades and blinds, necessary to the use of the real property herein described; and all of the property hereinbefore mentioned is hereinafter designated as "said property."

TO HAVE AND TO HOLD the said property together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and to its successors and assigns, forever.

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