

Lot One (1), Block Nine (9), South Hills No. Two (2), an Addition to the City of Lawrence, Kansas; also

Beginning at a point One Hundred Six and Forty-hundredths (106.40) feet East of the Southwest corner of the East Half ( $\frac{1}{2}$ ) of the Northwest Quarter of Section Twelve (12), Township Thirteen (13) South, Range Nineteen (19), East, said point being in the South line of said Northwest Quarter Section, thence East along said South line Four Hundred Twenty-Six and Eighty-hundredths (426.80) feet, thence North One Hundred Twenty (120) feet, thence West Four Hundred Twenty-Six and Eighty-hundredths (426.80) feet to the Northeast corner of Lot One (1), Block Nine (9), South Hills No. Two (2), an Addition to the City of Lawrence, Kansas; thence South One Hundred Twenty (120) feet to the point of beginning; also

Lots Four (4), Five (5), Six (6), and Seven (7) in Block Six (6), in Southridge Addition No. Three (3), an Addition to the City of Lawrence, Kansas; also

Lots One (1), Two (2) and the West Sixty and Two-tenths (60.2) feet of Lot Three (3) in Block Four (4); Lots One (1), Two (2), Three (3), Four (4) and the West Sixty and Two-tenths (60.2) feet of Lot Five (5) in Block Six (6); Tract "B", Tract "C", and the East Sixty-Six and Four-tenths (66.4) feet of Tract "A" in Block Three (3), all in Meadow Lea Estates, an Addition to the City of Lawrence, Kansas; also

Real estate presently platted as Ousdahl South to Twentieth-seventh (27th) Street and West Twenty-Sixth (26th) Street Terrace from Ousdahl to the East line of the above described real estate;

all in Douglas County, Kansas, containing Nine and Four-tenths (9.4) acres, more or less,

subject to easements, restrictions and rights of way of record.

THE TERMS AND CONDITIONS OF THIS MORTGAGE ALSO INCLUDE THE FOLLOWING:

- (1) The mortgagor does hereby waive its statutory right of redemption in the event a sale of the above and foregoing real estate shall occur as a result of foreclosure of this mortgage.
- (2) In event of prepayment in excess of the regular monthly payments, that the Association be given 30 days notice, also any prepayment within the first Five (5) years from date of the loan shall include a prepayment penalty of 1% on the amount prepaid in addition to the regular monthly payments.
- (3) The mortgagor agrees that it will not mortgage or encumber in any way furniture or furnishings used in 100 bed nursing home without prior consent of mortgagee and mortgagor further agrees that if furniture or furnishings become subject to a conditional sales contract or chattel mortgage, then and in that event, mortgagor will insure the mortgagee herein that the latter will have a right to receive written notice of default by this mortgagor in making payments on such conditional sales contract or chattel mortgage, and mortgagee herein shall have a further right to cure such defect. In the event the mortgagee assumes the obligation of mortgagor, referred to in this paragraph, then and in that event it is agreed that the mortgagor will have assigned all of its right, title and interest in and to the furniture covered thereby to the mortgagee.

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures, storm doors, storm windows, carpet padding, wall-to-wall carpeting if tacked or nailed to the floor, floor covering and all other fixtures of whatsoever kind or nature, contained or placed in the building or buildings upon said premises, as well as all garages and other outbuildings placed, or to be placed, upon said premises, whether the same are upon or off of foundations.

TO HAVE AND TO HOLD THE SAME, Together with, all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of - Three Hundred Ninety-One Thousand and No/100 - - - (\$391,000.00) - - - DOLLARS, with interest thereon, and together with such charges and advances and other obligations as may be due and payable to the Mortgagee under the terms and conditions of a certain promissory note, of even date herewith, and secured hereby, executed by said Mortgagors to said Mortgagee, payable as expressed in said note. The terms and conditions of said note are hereby incorporated herein by express reference, as fully as though set out verbatim in this mortgage. This mortgage is given to secure the performance of all terms and conditions of said promissory note.

It is the intention of the parties hereto that this mortgage shall secure, in addition to the sum above mentioned as evidenced by the promissory note hereinbefore described, any advance made from time to time to the Mortgagors by the Mortgagee, however evidenced, whether by note, check, receipt or book account. This mortgage shall remain in full force and effect between the parties hereto, or their assigns, until the sum evidenced by the aforesaid promissory note, or any advances made by virtue hereof, are paid in full, with interest according to the tenor and requirements of said promissory note and advances. Advances shall be secured by this mortgage on a parity with and as fully as if the said advances were included in the note above described.