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13689

MORTGAGE

BOOK 150

THIS MORTGAGE, Made this 14th day of JUNE, in the year One Thousand

Nine Hundred and SIXTY EIGHT by and between MARK FIFTH, INC. A MISSOURI CORPORATION,
1400 South Fifth Street, of the county of St. CharlesState of Missouri, part y of the first part, hereinafter referred to as "Mortgagor"
whether one person or more, and Empire State Bank of Kansas City, Missouri, party of the second part, hereinafter
referred to as "Mortgagee."

WITNESSETH THAT:

The Mortgagor for and in consideration of TWENTY SEVEN THOUSAND ONE HUNDRED SEVENTY & NO/100-
Dollars (\$ 27,170.00) to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowl-
edged, and the extension of credit now or from time to time during the effective period of this mortgage advanced
by Mortgagee, as in paragraph numbered Third hereof set forth, has granted, bargained, sold and conveyed and by
these presents does grant, bargain, sell and convey unto the Mortgagee and to its successors and assigns forever
all of the following described land and improvements thereon situated in the County of Douglas

State of Kansas to-wit:

Lots 1 and 2, in Block 2, in Southwest Addition No. 11, in the City of Lawrence,
in Douglas County, Kansas

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fix-
tures and articles of personal property now or at any time hereafter attached to or used in any way in connection
with the use, operation and occupation of the above described real estate, together with all replacements or re-
newals thereof, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal
property including, but without being limited to, all screens, awnings, storm windows and doors, window shades,
venetian blinds, inlaid floor coverings, shrubbery, plants, refrigerators, boilers, tanks, furnaces, radiators, gas
and oil burners, stokers, water heaters, elevators, and all heating, lighting, plumbing, gas, electric, ventilating,
refrigerating, air-conditioning and incinerating equipment, of whatsoever kind and nature, and all fixtures, prop-
erty and equipment of every kind and character now belonging to the Mortgagor, and located in and used with the
operation of the business now carried on upon the real property herein conveyed, or contained within or upon
improvements located upon said real property, all of which fixtures and articles of personal property are hereby
declared to be and shall be deemed to be fixtures and accessory to the freehold, and a part of the realty as be-
tween the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming
by, through or under them, and shall be deemed to be a portion of the security for the indebtedness and obliga-
tions herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto be-
longing unto the Mortgagee and to its successors and assigns forever, provided always, and this instrument is
made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the principal sum of TWENTY SEVEN
THOUSAND ONE HUNDRED SEVENTY & NO/100-

----- Dollars (\$ 27,170.00) and has agreed to pay the same with interest thereon according
to the terms of a certain note or obligation in said principal amount, bearing even date herewith and made pay-
able to the order of the Mortgagee and executed by the Mortgagor and providing for the payment thereof
Payment of \$283.06 will be due July 14th, 1968, and \$283.06 will be due on the
14th day of each month thereafter for twenty four months at which time all the
remaining interest and principal shall become due and payable at once.

Said note further provides that if default be made in the payment of any part of said money, either principal or
interest, when the same becomes due and payable, then all of said principal and all interest due at the time of
such default shall, at the option of the legal holder or legal holders, become due and payable, and both principal
and interest are to bear interest at the rate of eight per cent per annum after maturity; and

WHEREAS, the Mortgagor may from time to time be or become indebted to Mortgagee on the balance of Mortga-
gor's current account with said Bank, whether in respect of moneys advanced or paid to or for the use of said
Mortgagor, or charges incurred on his account or in respect of negotiable instruments drawn, accepted, guaranteed,
or endorsed by him, or on his behalf and discounted or paid or held by said Bank either at Mortgagor's request or
in the course of business or otherwise, or in respect of moneys which the said Mortgagor shall become liable to
pay to said Bank in any manner whatsoever, and whether such moneys shall be paid or incurred on Mortgagor's
behalf alone or jointly with any other person or persons or corporation; and

WHEREAS, the Mortgagor does for himself and for his heirs, representatives, grantees, successors and as-
signs, the owners of said lands and property, hereby expressly warrant, covenant, agree and stipulate to and with
the said other parties to this instrument and their successors, vendees and assigns: