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Reg. No. 3,118
Fee Paid \$172.50

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BOOK 150

11-441 (8-67 Revised)-500

THIRD SUPPLEMENTAL MORTGAGE

KANSAS — CITY MORTGAGE

THIS INDENTURE, Made the 10th day of July A. D. 1968 between Allen & O'Hara, Inc., a corporation with its principal office at Memphis, Tennessee - - - - -

hereinafter (whether one or more in number) called Mortgagors, and The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, having its principal place of business and post office address at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, hereinafter called Mortgagee:

WITNESSETH, that Mortgagors, in consideration of the sum of Two million four hundred sixty-five thousand thirty-six and twenty-six one-hundredths ---- 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 property in the City of Lawrence, County of Douglas - - - - - and State of Kansas, to-wit:

Lot 14 in Block 26 in University Place Annex, an Addition to the City of Lawrence, Douglas County, Kansas.

Together with all carpeting, furniture and furnishings belonging to Mortgagors which are or may be used, installed in, or placed upon the premises above described, together with or any replacements of, or additions to such carpeting, furniture or furnishings during the life of this Mortgage, all of which for the purpose of this Mortgage shall be deemed to be 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 fixtures now or hereinafter located on the above described real estate without prior written consent from Mortgagee, unless such action results in substitution of or replacement with similar items of equal value.

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 Mortgagee 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, forever, for the purpose of securing with agreement contained in that certain Mortgage dated August 30, 1965 and recorded on September 2, 1965 in the Office of the Official Records of Douglas County, Kansas, in Volume 141 of Mortgages, Page 388, and payment of the sum of Two million four hundred sixty-five thousand thirty-six and twenty-six one-hundredths dollars, with interest thereon according to the terms of an Agreement dated July 10, 1968 and a Promissory Note bearing even date payable to Mortgagee herein.

This Mortgage is executed and delivered for the purpose of amending said Mortgage dated August 30, 1965 by adding to the real estate conveyed therein the premises above described.

It is understood and agreed between the parties hereto that in the event there shall be any default in the payment of the amounts secured by the said Mortgage dated August 30, 1965 or if there shall be any default under the terms and conditions of said Mortgage or of a Supplemental Mortgage dated September 29, 1965 and recorded in the Office of the Official Records of Douglas County, Kansas on October 6, 1965 in Book 142, Page 30, Document No. 2887, or of a Supplemental Mortgage dated November 15, 1965 and recorded in said office on November 17, 1965 in Volume 142, Page 242, Document No. 3338, or of this Supplemental Mortgage, said Mortgagee may at its option, declare said Mortgages due and payable and may, at its discretion, foreclose all of said Mortgages in one action or otherwise.

