

BOOK 151

14711 KANSAS MORTGAGE

THIS MORTGAGE, Made this 24th day of September, in the year One Thousand Nine Hundred and Sixty-Eight by and between CROSSGATES, INC., a Kansas corporation of the County of Douglas, State of Kansas, party of the first part, hereinafter referred to as "Mortgagor" whether one person or more, and CITY BOND AND MORTGAGE COMPANY, a corporation of Kansas City, Missouri, party of the second part, hereinafter referred to as "Mortgagee".

WITNESSETH THAT:

The Mortgagor for and in consideration of ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND

NO/100----- Dollars (\$ 1,450,000.00)

to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, 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:

Lot 6, except the North 177.94 feet thereof and except the East 80.82 feet thereof, in CROSSGATES NO.2, an addition to the City of Lawrence, Douglas County, Kansas.

Mortgagor further agrees that should City Bond and Mortgage Company be unable to sell and deliver this mortgage and note secured hereby to STATE MUTUAL LIFE ASSURANCE COMPANY OF AMERICA in accordance with all of the terms and conditions of said company's commitment dated August 8, 1968, which commitment is incorporated herein by reference, the City Bond and Mortgage Company may, at its option, declare all sums secured hereby immediately due and payable.

The proceeds of the note secured hereby have been used to pay the balance due on the purchase price of the above described real property and this shall be construed as a first purchase money mortgage.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures 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, 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, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, automatic water heaters, elevators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessories to the freehold and a part of the realty as between 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 herein mentioned and to be subject to the lien of this mortgage. The terms premises and improvements as used in this mortgage shall be deemed to include all the property described in this paragraph.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto belonging 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 ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100----- Dollars (\$ 1,450,000.00) 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 payable to the order of the Mortgagee and executed by the Mortgagor and providing for the payment thereof in accordance with the terms of a note of even date herewith a true copy of which is attached hereto and made a part hereof and marked "EXHIBIT A".

For Assignment of Mortgage see Book 154 Page 320