

This release
was written
in the original
mortgage entered
this 17th day
of September
1970

James Baer
Reg. of Deeds

Danley

RELEASE - I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this Mortgage of record. September 17, 1970 (Corp. Seal) LAWRENCE NATIONAL BANK AND TRUST CO. Attest: Stephen K. Matthews Assistant Cashier

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Reg. No. 3,656
Fee Paid \$55.00

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FORM NO. 1119 CLASS E

DEMAREE STATIONERY CO., 208 Walnut, Kansas City, Mo.

16131 Kansas Real Estate Mortgage

BOOK 152

CORPORATION

This Mortgage, Made this sixth day of February in the year of Our Lord One Thousand Nine Hundred Sixty-nine by and between G and K Enterprises, Inc., a corporation organized and existing under the laws of the state of Kansas, party of the first part, and

Lawrence National Bank & Trust Co., Lawrence, Kansas part Y of the second part, WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of Twenty-Two Thousand and no/100 DOLLARS, to it in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said part Y of the second part, and to its heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 40 feet West of the Southeast corner of the West Half of the South Half of Block 47, in that part of the City of Lawrence known as West Lawrence, said point of beginning being on the West line of Colorado Street; thence West 100 feet along the South line of Block 47; thence North 235 feet parallel with the East line of the West half of said Block 47; thence East 100 feet parallel with the South line of said Block 47 to the West line of Colorado Street; thence South 235 feet along the West line of Colorado Street to point of beginning in Douglas County, Kansas.

TO HAVE AND TO HOLD, the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said part Y of the second part, and to its heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, G and K Enterprises, Inc. the said party of the first part has this day made, executed and delivered to the said part Y of the second part its Promissory Note of even date herewith, by which it promises to pay to the said Lawrence National Bank & Trust Co., Lawrence, Kansas or order, for value received Twenty-two Thousand and no/100 DOLLARS, due February 15, 1972 with interest from date to maturity at the rate of seven-one half per cent per annum payable semi-annually, as evidenced by monthly payments each month for the sum of \$ 684.35 each, falling due on the fifteenth days of March and each month in each year, both principal and interest notes are payable at Lawrence National Bank & Trust Co., Lawrence, Kansas and bear interest from maturity until paid at the rate of ten per cent per annum, payable semi-annually.

NOW, If the said G and K Enterprises, Inc. shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said part Y of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part Y of the second part, its heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, its assigns and all persons claiming under it, at which sale, appraisalment of said property is hereby waived by said party of the first part, and all benefits of the Stay Laws of the State of Kansas are hereby waived by said party of the first part. And the said party of the first part shall and will at its own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Dollars for the benefit of the said part Y of the second part or his assigns; and in default thereof said part Y of the second part may at his option effect such insurance in one name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with seven-one half per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part does hereby covenant and agree that at the delivery hereof said G and K Enterprises, Inc. the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that it will Warrant and Defend the same in the quiet and peaceable possession of said part Y of the second part its heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused this instrument to be signed on its behalf, by its President, and to be attested by its Secretary, and has caused its seal to be affixed the day and year above stated.

ATTEST: Harold E. Goss Secretary By H. L. Kalousek President
G and K Enterprises, Inc.

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF Kansas ss.
County of Douglas
BE IT REMEMBERED, That on this Sixth day of February A. D. 1969, before me the undersigned, a Notary Public in and for the County and State aforesaid, came H. L. Kalousek President of the G and K Enterprises, Inc. a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Harold E. Goss Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation G and K Enterprises, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
My commission expires October 31, 1969 Fern Sorensen Notary Public.

Recorded February 7, 1969 at 4:06 P.M.

Register of Deeds