

For Two Minutes

Extra copy

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BOOK 155

MORTGAGE

THIS INDENTURE, made this 13th day of December, 1966, by and between T N T FOOD PRODUCTS, INC., a corporation duly organized and existing under the laws of the State of Kansas, party of the first part, and Barteldes Seed Company, a corporation duly organized and existing under the laws of the State of Colorado, and duly authorized to transact business in the State of Kansas, party of the second part,

WITNESSETH,

WHEREAS, the said party of the second part, at the request and for the accommodation of the said party of the first part, did, on the 13th day of December, 1966, execute a "Guarantee Separate from Note" guaranteeing payment by the party of the first part of a note dated December 13th, 1966, by the party of the first part and payable to the Lawrence National Bank, Lawrence, Kansas in the amount of Forty Three Thousand Dollars (\$43,000).

NOW, THEREFORE, in consideration of the execution by said party of the second part, as co-signer with said party of the first part of the note hereinabove described, said party of the first part has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto said party of the second part, its successors and assigns, forever, all that tract or parcel of land lying and being in the County of Douglas and State of Kansas, to-wit:

Lots 24, 26 and 28 on Pennsylvania Street and Lots 11, 13 and 15 on Delaware Street; and Beginning 117 feet East of the Northwest corner of said Lot 11, thence South 150 feet, thence West 75 feet to the Southeast corner of said Lot 17, thence North 150 feet, thence East 75 feet to the place of beginning, all in the City of Lawrence, Douglas County, Kansas:

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein, subject, however, to the first mortgage to Lawrence National Bank hereinabove referred to.

Provided, nevertheless, that if said party of the first part shall take up and pay, at or prior to the maturity thereof, the note to said Lawrence National Bank, in the amount of Forty Three Thousand Dollars (\$43,000) hereinabove referred to, with interest thereon, then this indenture shall be void and of no effect.

But if default shall be made by said party of the first part in the payment of the said note, or the interest thereon or any part thereof, at the time therein specified, and the same shall be paid by or collected from said party of the second part, then and in such event said party of the second part, its successors and assigns, are hereby authorized and empowered to foreclose this mortgage and

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to sell the hereinabove described property according to law, and out of the moneys arising from such sale to retain such sum or sums of money as may have been paid by or collected from said party of the second part, as above provided, together with all costs and charges of such collection and of such foreclosure, and to pay the overplus, if any, to said party of the first part, its successors or assigns.

IN WITNESS WHEREOF, said T N T FOOD PRODUCTS, INC., party of the first part, has caused this mortgage to be signed on its behalf by its President, thereunto duly authorized, and to be attested by its Secretary, and has caused its corporate seal to be hereunto affixed, the day and year last above written.

T N T FOOD PRODUCTS, INC.

Ben A. Barteldes  
President