

MORTGAGE

(No. 52K)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 22nd day of October, 1969 between  
T-N-T Food Products, Inc., a corporation of the State of Kansas,  
of Lawrence, in the County of Douglas and State of Kansas,  
part Y of the first part, and Lawrence National Bank and Trust Co., Lawrence,  
Kansas, part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of  
Twenty-one Thousand Five Hundred and no/100- - - - - DOLLARS  
to it duly paid, the receipt of which is hereby acknowledged, has sold, and by  
this indenture do ES GRANT, BARGAIN, SELL and MORTGAGE to the said part Y of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

Lots 24, 26, and 28 on Pennsylvania Street; 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 15, thence North 150 feet, thence East 75 feet to the  
place of beginning, all in the City of Lawrence, Douglas County, Kansas,  
with the appurtenances and all the estate, title, and interest of the party  
of the first part therein, including the rents, issues, and profits there-  
of, provided, however, that first party shall be entitled to collect and  
retain the rents, issues, and profits until default hereunder; subject to  
two (2) existing mortgages from first party to second party recorded in  
the office of the Register of Deeds of Douglas County, Kansas, in Book 143,  
pages 233-234, and Book 144, pages 259-260, respectively.

First party wholly waives the right of redemption in the event of  
foreclosure.

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein.

And the said part Y of the first part do ES hereby covenant and agree that at the delivery hereof it is the lawful owner  
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,  
except the mortgages above described,

and that it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part Y of the first part shall at all times during the life of this indenture, pay all taxes  
and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that it will  
keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and  
directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its  
interest. And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable or to keep  
said premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount  
so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment  
until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of  
Twenty-one Thousand Five Hundred and no/100- - - - - DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 22nd  
day of October, 1969, and by its terms made payable to the part Y of the second  
part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the  
said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event  
that said part Y of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.  
If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real  
estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said  
real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute  
and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture  
is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said part Y of the second part to take possession of the said premises and all the improve-  
ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to  
sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to  
retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be,  
shall be paid by the part Y making such sale, on demand, to the first part Y.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all  
benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,  
assigns and successors of the respective parties hereto.

In Witness Whereof, the part Y of the first part has caused this mortgage to be signed on its  
behalf by its president and its corporate seal to be hereunto  
affixed on the day and year last  
above written.

Attest:

Otto A. Barteldes  
Otto A. Barteldes, Secretary

T-N-T Food Products, Inc. (SEAL)

By Ben A. Barteldes (SEAL)

Ben A. Barteldes, President (SEAL)

(SEAL)

*For Waiver of Priority of Mortgage See Book 155, page 137.*