

20215
MORTGAGE
BOOK 156 (Appraisal Optional)

KNOW ALL MEN BY THESE PRESENTS:

THAT S. & H., Inc.

hereinafter called the Mortgagor, whether one or more, in consideration of the sum of One Dollar and other valuable considerations, and for the purpose of securing the payment of the indebtedness hereinafter described and all extensions, renewals, substitutions, and changes in form thereof, together with all interest charges and fees thereon, does by these presents grant, bargain, sell, convey, and mortgage unto THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, a national banking association, 15 East Fifth Street, Tulsa, Oklahoma.

hereinafter called Mortgagee, its successors and assigns forever, the following described real estate situated in the County of Douglas, State of Kansas, State of Oklahoma, to-wit:

North 332 East of Ebt 1 lots the East 5 feet thereof, and the East 5 feet of the North 332 feet of Lot 2, Block One Southridge Addition No. 2, to the City of Lawrence, Douglas County, Kansas.

(In addition to the payments on account of principal herein provided, prepayment on principal of note secured hereby may not be made during the first five years of the term thereof. Thereafter, a charge of 3 per cent is to be made on any prepayment during the sixth year; 2 per cent during the seventh year, and thereafter said charge declining of 1 per cent per year.)

Together with the buildings and improvements erected or to be erected thereon including all fixtures and all the appurtenances and all the rents, issues, and profits arising and which may be had therefrom.

TO HAVE AND TO HOLD THE SAME, together with all the rents, issues, and profits therefrom and all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, unto the said Mortgagee, its successors and assigns forever. And the said Mortgagor, for Mortgagor and for Mortgagor's heirs, successors and assigns, does hereby covenant to and with the said Mortgagee, its successors and assigns, that at the delivery hereof the said Mortgagor is the lawful owner and in possession of the premises aforesaid and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances of every nature and kind whatsoever; that said Mortgagor has good right and authority to convey and encumber the same; and that said Mortgagor will WARRANT AND DEFEND the same in the quiet and peaceable possession of said Mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage and is given as security for the performance of the covenants herein and the payments to THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA,

its successors or assigns, of the principal sum of Two Hundred Thousand and No/100 Dollars-----
-----(\$200,000.00)----- DOLLARS

according to the terms and conditions of the promissory note... made and executed by Mortgagor, to-wit: S. & H., Inc. (and Lloyd G. Hobbs and Mabel Hobbs, and Doyle Hopkins and Norma Lee Hopkins as Guarantors) to-wit: Dated February 20th, 1970, in the amount of \$200,000.00 payable in monthly installments of \$1,705.00 which shall include interest on the unpaid balance of the principal at the rate of 8 1/4% per annum and 10% per annum after maturity. Said installments shall be paid as follows: one on the 20th day of March, 1970, and one on the 20th day of each and every calendar month thereafter until the 20th day of February, 1990, at which time the entire balance of principal and interest shall be due and payable.