

Outlot "A" in Lawrence Heights excluding the East 393 feet of said Outlot "A" and also excluding the following:

Beginning at the Northwest corner of Outlot "A"; thence East along the North line of said Outlot "A" 100 feet; thence South 150 feet; thence West 156.92 feet to the East line of Lot 2 in Block "A" in Lawrence Heights, thence Northerly along the East line of Lots 2 and 1, in said Block, a distance of 160.49 feet to the point of beginning; in Douglas County, Kansas.

Also a tract described as: Beginning at the Southeast corner of Lot Three (3), in Block A, thence in the Northeasterly direction along the East line of said Lot 3, a distance of 50 feet; thence in a Northwesterly direction parallel with the South line of said Lot 3, to a point on the West line of said Lot 3; thence in a Southwesterly direction along the arc forming the West boundary of said Lot 3 to the Southwest corner of said Lot 3; thence in a Southeasterly direction along the South line of said Lot 3 to the point of beginning, in Lawrence Heights, an Addition to the City of Lawrence, as shown by the recorded plat thereof.

Mortgagor hereby wholly waives the period of redemption and any rights of redemption in the event of foreclosure provided under the laws of the State of Kansas now or hereafter in effect. Mortgagor further agrees in the event of a decree of foreclosure against it, the sheriff making such sale or his successor, is authorized to execute at once a deed to the purchasers. It is further agreed that the principal and accrued interest on the note hereby secured shall become due at the option of Mortgagee if Mortgagor shall transfer title to the whole or any part of the premises or if title to any part of the premises shall become vested in any other person or corporation unless the said transferee is a corporation which legally may and does waive the period of redemption as against itself.

IN WITNESS WHEREOF, the said Mortgagor 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.



BILART ENTERPRISES, INC.

By

Herbert W. Brash
President

STATE OF KANSAS)
) ss.
County of Douglas)

BE IT REMEMBERED, That on this 28th day of April, 1970, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Herbert W. Brash, President of Bilart Enterprises, Inc., a corporation duly organized and existing under and by virtue of the laws of Illinois and Arthur L. Vorse, 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.