

KANSAS MORTGAGE  
21414 BOOK 157

THIS MORTGAGE, made this 16<sup>th</sup> day of June, 1970, by and between COLLEGE HILL MANOR, INC., a Kansas corporation, Party of the First Part, hereinafter referred to as "Mortgagor" and ASSOCIATES CAPITAL COMPANY, INC., a Delaware corp., Party of the Second Part, hereinafter referred to as "Mortgagee,"

W I T N E S S E T H :

That Mortgagor, for and in consideration of ONE HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$135,000.00) to him in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Mortgagee and to its successors and assigns forever, all of the following described land and improvements thereon, situated in the County of Douglas, State of Kansas, to-wit:

Lot Three (3) of Block A, University Field Subdivision No. Five, in the City of Lawrence; and Lot One (1), of Block A, of the Replat of Lots 1, 2, 5 and 6, Block A, University Field Subdivision No. Five, in the City of Lawrence, Kansas;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property including, but without being limited to, all landscaping, swimming pools, saunas, draperies, carpeting, screens, awnings, storm windows and doors, window shades, venetian blinds, inlaid flood coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces, radiators, gas and oil burners, stokers, automatic water heaters, elevators, and all heating, light, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

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

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$135,000.00) and has agreed to pay the same with interest thereon according to the terms of a certain note or obligation in said principal amount, bearing even date herewith and made payable to the order of Mortgagee and executed by Mortgagor and providing for the payment thereof. Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and all interest due at the time of such default shall, at the option of the legal holder or legal holders, become due and payable, and both principal and interest are to bear interest at the rate of \_\_\_\_\_ per cent per annum after maturity; and