

This release  
was written  
on the original  
mortgage  
this 29th day  
of January  
1971  
James B. Beam  
Reg. of Deeds

STATE OF Kansas  
Douglas COUNTY



BE IT REMEMBERED, That on this 11th day of September A. D. 1970

before me, a Notary Public In the aforesaid County and State,  
came Harold H. Herren & Betty Herren and  
Allen H. Westerhouse & Elfrieda Westerhouse

to me personally known to be the same person(s) who executed the foregoing instrument and duly  
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and  
year last above written.

My Commission Expires February 19 1973

Hazel Stanley Notary Public

Recorded September 17, 1970 at 2:49 P.M. RELEASE James B. Beam Register of Deeds

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt  
secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of  
record. Dated this 27 day of January 1971 The First National Bank of Lawrence, Lawrence, Kansas  
(Corp. Seal) William B. Lienhard, Vice President Mortgagee. Owner.

FORM NO. 1119 CLASS E

DEMAREE STATIONERY CO., 908 Walnut, Kansas City, Mo.

BOOK 158 22552 Kansas Real Estate Mortgage  
CORPORATION

This Mortgage, Made this fifteenth day of September in the  
year of Our Lord One Thousand Nine Hundred Seventy by and between

G. and K Enterprises, Inc., a corporation organized and existing under the laws of  
the state of Kansas, party of the first part, and

Lawrence National Bank and Trust Co., Lawrence, Kansas party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of  
Forty Thousand and no/100 DOLLARS,  
to it in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, has  
granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said  
part Y of the second part, and to its heirs and assigns forever, all of the following described  
tract, piece, and parcel of land lying and situate in the County of Douglas  
and State of Kansas, to-wit: Beginning at a point 40 feet West of the Southeast  
corner of the West Half of the South Half of Block 47, in that part of the  
City of Lawrence known as West Lawrence, said point of beginning being on  
the West line of Colorado Street; thence West 100 feet along the South line  
of Block 47; thence North 235 feet parallel with the East line of the West  
half of said Block 47; thence East 100 feet parallel with the South line of  
said Block 47 to the West line of Colorado Street; thence South 235 feet along  
the West line of Colorado Street to point of beginning in Douglas County,  
Kansas.

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

WHEREAS, G and K Enterprises, Inc.

the said party of the first part has this day made, executed and delivered to the said part Y of the second part its Promissory  
Note of even date herewith, by which it promises to pay to the said Lawrence National Bank and  
Trust Co., Lawrence, Kansas or order, for value  
received Forty Thousand and no/100 DOLLARS,  
due September 15 1975 with interest from 9/15/70 to maturity at the rate of 9%

per cent per annum payable semi-annually, as evidenced by monthly payments  
for the sum of \$ 830.34 each, falling due on the days of and each month each year, both  
principal and interest notes are payable at Lawrence National Bank and Trust Co., Lawrence, Kansas  
and bear interest from maturity until paid at the rate of 10 per cent per annum, payable semi-annually.

NOW, If the said G and K Enterprises, Inc.

shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with interest thereon, according to  
the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or  
any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum  
and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immedi-  
ately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land  
and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and  
payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon  
forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part Y of the second part,  
its heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note  
and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by  
law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said  
premises of said party of the first part, its assigns and all persons claiming under it, at which sale, appraisalment of said property  
is hereby waived by said party of the first part, and all benefits of the Stay Laws of the State of Kansas are hereby waived by  
said party of the first part. And the said party of the first part shall and will at its own expense from the date of the execution  
of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep  
the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do  
business in the State of Kansas, to the amount of Forty Thousand and no/100 Dollars,  
for the benefit of the said part Y of the second part or his assigns; and in default thereof said part Y of the  
second part may at his option effect such insurance in its one name, and the premium or premiums, costs, charges  
and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes  
or statutory liens against said property, all of which sums with nine per cent interest may be enforced and collected in the  
same manner as the principal debt hereby secured.