

entitled to the immediate possession of all of said premises and may, at their option, declare the whole of said notes due and payable and have foreclosure of this mortgage or take any other legal action to protect their rights; and from the date of such default, all items of indebtedness hereunder shall draw interest at the rate of ten (10) per cent per annum.

This mortgage is given in accord with a contract for purchase of mobile home park and related assets dated the 7th day of December, 1970, and addendum thereto dated December 9, 1970, and is subject to all the terms and conditions contained therein.

This mortgage shall be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said Mortgagor has hereunto executed this mortgage this 5th day of February, 1971.



TRANSAMERICAN INVESTMENT PROPERTIES, INC., A Kansas Corporation,

BY David H. Aull
David H. Aull, President

STATE OF KANSAS)
DOUGLAS COUNTY) SS:

BE IT REMEMBERED that on this 5th day of February, 1971, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came David H. Aull, President of Transamerican Investment Properties, Inc., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Olin K. Petefish
Olin K. Petefish, Notary Public

My commission expires June 5, 1974.