

BOOK 159

23980

M O R T G A G E

THIS MORTGAGE, made and executed this 3rd day of February,  
1971, between GASLIGHT VILLAGE KANSAS, LTD.

a limited partnership, organized and existing under and by virtue of  
the laws of the State of Kansas, hereinafter referred  
to as the Mortgagor, and MIDWEST PROPERTY MANAGEMENT CO., a Nebraska  
corporation, its successors and assigns, hereinafter referred to as  
Mortgagee.

WITNESSETH: That the said Mortgagor, for and in consideration  
of the sum of ONE HUNDRED SEVENTY TWO THOUSAND AND NO/100

(\$172,000.00) DOLLARS,  
paid by said Mortgagee, does hereby sell and convey unto MIDWEST  
PROPERTY MANAGEMENT CO., as Mortgagee, its successors and assigns,  
the following described Real Estate, situated in the County of

Douglas State of Kansas, to-wit:

(See Exhibit "A" attached hereto and made a part hereof.)

TO HAVE AND TO HOLD the above described premises for the uses  
herein set forth and to secure performance of the obligations con-  
tained herein, together with all buildings, improvements, fixtures  
and appurtenances and all easements thereunto belonging, and it is  
mutually covenanted and agreed by and between the parties hereto  
that all plumbing, gas, electric and mechanical fixtures, appliances,  
equipment, machinery and apparatus, floor coverings, storm windows  
and screens, are and shall be deemed to be fixtures and an accession  
to the freehold and a part of the realty as between the parties  
hereto, their heirs, executors, administrators, successors or 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 covered by this mortgage.

PROVIDED ALWAYS, and these presents are executed and delivered  
upon the following conditions, agreements and obligations of the  
Mortgagors, to-wit:

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The Mortgagor agrees to pay to the Mortgagee, or order, the  
sum of ONE HUNDRED SEVENTY TWO THOUSAND AND NO/100  
(\$172,000.00) DOLLARS,  
payable as provided in a series of notes executed and delivered as  
follows:

EXHIBIT NO. 1

<u>Date of Note</u>	<u>Principal Amount</u>	<u>Maturity</u>
February 3, 1971	\$172,000.00	March 1, 1991

THIS MORTGAGE IS ALSO TO BE AND CONTINUE TO BE, FROM TIME TO TIME,  
SECURITY FOR THE PAYMENT OF SUCH SUM OR SUMS OF MONEY AS THE  
MORTGAGEE MAY FROM TIME TO TIME IN THE FUTURE ADVANCE TO THE  
MORTGAGOR, AND EVIDENCED BY A SUPPLEMENTAL NOTE OR NOTES: SAID  
SUPPLEMENTAL NOTE OR NOTES SHALL BE ADDED TO THE ABOVE SCHEDULE OF  
NOTES AS EXECUTED AND SHALL CONSTITUTE AN INDEBTEDNESS, THE SECURITY  
FOR WHICH IS THIS MORTGAGE.

THE MORTGAGOR FURTHER COVENANTS AND AGREES:

That the Mortgagor will pay the indebtedness as hereinbefore  
provided.