

BOOK 159

24420

REAL ESTATE MORTGAGE

THIS MORTGAGE, made the 24th day of March 1971,

between Jim Clark Motors, Inc. a corporation

of the County of Douglas and State of Kansas, hereinafter called Mortgagor,
and STANDARD MUTUAL LIFE INSURANCE COMPANY, a Kansas corporation, of Lawrence,
Douglas County, Kansas, hereinafter called Mortgagee:

WITNESSETH: That whereas Mortgagor is justly indebted to Mortgagee for
money borrowed in the principal sum of

One Hundred Eighty Thousand and no/100----- DOLLARS
to secure the payment of which Mortgagor has executed one promissory note, of even
date herewith, payable to the order of Mortgagee at its office aforesaid or at such
other place as the Holder thereof may designate in writing, said principal sum being
payable as set forth in said note with interest at the rate set forth therein, the
balance of said principal sum with interest thereon maturing and being due and payable
on the 1st day of August 1991, to which note reference is hereby made.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Mortgagor, in consideration
of the premises, and for the purpose of securing (1) payment of said indebtedness as
in said note provided, (2) payment of all other moneys secured hereby and (3) the
performance of all the covenants, conditions, stipulations and agreements herein
contained, does by these presents mortgage and warrant unto Mortgagee, its successors
and assigns forever, all the following described property, lands and premises,
situated and being in the County of Douglas and State of Kansas, to wit:

Lots Eleven (11) and Twelve (12) in Replat of Lot 6
Auto Plaza Subdivision, an Addition to the City of
Lawrence, as shown by the recorded plat thereof, in
Douglas County, Kansas.

together with the tenements, hereditaments and appurtenances thereunto belonging,
and vacated public streets or property reverting thereto, and all fixtures now or
hereafter attached to or used or useful in connection with the premises described
herein, and all the rents, issues and profits thereof, (all said property being
herein referred to as "the premises").

As further security for payment of said indebtedness and performance of
Mortgagor's obligations, covenants and agreements herein contained, Mortgagor hereby
transfers, sets over and assigns to Mortgagee:

a. All rents, profits, revenues, royalties, bonuses, rights and benefits
under any and all oil, gas or mineral leases of the premises or any part thereof,
now existing or hereafter made, with the right to receive and receipt therefor and
apply the same to said indebtedness after any default hereunder, and Mortgagee may
demand, sue for and recover any such payments but shall not be required so to do.

For Subordination Agreement See Book 276 Page 41
For Assign. of Mortgage See Book 159 Page 524
For Assignment See Book 162 Page 144