

THIS INDENTURE made this 20th day of April, 1971, between CHERRY MANOR INC., a Kansas corporation, hereinafter called "Mortgagor", and B. B. COHEN & CO., a Delaware corporation, hereinafter called "Mortgagee".

WITNESSETH: That Mortgagor, in consideration of the sum of money to be loaned as hereinafter provided, does by these presents grant, bargain, sell, and convey unto Mortgagee, its successors and assigns, the real estate described in Exhibit "A" attached hereto and made a part hereof, together with all the easements, ways, rights, privileges, improvements and appurtenances belonging thereto, including but not limited to all shades, screens, and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures, equipment, and/or apparatus now or hereafter attached to or used in connection with said premises, all of which shall be conveyed by this mortgage, and all rents, issues and profits which may arise or be had from any portion or all of said premises.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rents, issues and profits aforesaid, and all rights of homestead exemption, unto Mortgagee, its successors and assigns forever in fee simple.

This conveyance is intended as a mortgage to secure the payment of a certain note bearing even date with this mortgage in the principal amount of FOUR HUNDRED NINETY-FIVE THOUSAND AND NO/100 (\$495,000.00) DOLLARS, payable as follows:

Interest at a rate equal to 3% above the prime interest rate of the First National Bank of Chicago from time to time in effect changing as and when said prime rate changes shall be paid monthly on the principal sum disbursed commencing on the first day of the first month following the initial disbursement thereunder and on the first day of each month thereafter to and including the first day of the month in which said note is purchased by Union Mutual Life Insurance Company with a final payment of accrued interest at said rate to be paid on the date of said purchase. Commencing on the first day of the first month following such purchase by Union Mutual Life Insurance Company, monthly instalments of interest and principal shall be paid in the sum of \$4,780.84 each, such payments to continue monthly thereafter on the first day of each succeeding month until the entire indebtedness has been paid. In any event, the balance of principal, if any, remaining unpaid plus accrued interest, shall be due and payable on the 239th month following the month in which the first payment of principal and interest is to be made as aforesaid. The instalments of interest and principal shall be applied first to interest at the rate of 10% per annum on the principal sum or so much thereof which remains from time to time unpaid and the balance shall be applied to the payment of principal. Provided, however, that in the event said note has

not been purchased by Union Mutual Life Insurance Company on or before February 28, 1972 or within such additional time as the Mortgagee and Union Mutual Life Insurance Company may agree upon, the principal sum due under said note and all accrued interest at the option of the Mortgagee shall become due and payable.

Each instalment of principal and interest, and the payments of interest only and the payments of additional interest and estimated additional interest, unless paid when due, shall bear interest at the rate of 12% per annum until paid, and all of said principal and interest being made payable at such place as the holder of the note may from time to time in writing appoint, and in the absence of such appointment, then at the office of B.B. Cohen & Co., 10 South LaSalle Street, Chicago, Illinois.

Mortgagor hereby covenants and agrees as follows:

FIRST: Mortgagor is the owner in fee simple of said premises, and that they are free and clear of all encumbrances, that Mortgagor has good right and authority to convey and encumber the same, and that Mortgagor will warrant and defend the same against the lawful claims of all persons whomsoever.

SECOND: Mortgagor will pay the above recited debt and interest thereon and additional interest when and as the same shall become due whether in course or under any covenant or stipulation herein contained.