

SBA

LOAN NO. EIDL-888.161-Q0-01-KC

BOOK 161

25832

MORTGAGE

(Direct)

This mortgage made and entered into this 23rd day of June 19 71, by and between T-N-T Food Products, Inc. (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America, (hereinafter referred to as mortgagee), who maintains an office and place of business at 911 Walnut, Kansas City, Missouri 64106.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Douglas State of Kansas :

Beginning 117 feet East of the Northwest corner of Lot Fifteen (15) on Delaware Street; thence South 50 feet; thence West 75 feet; thence North 50 feet; thence East 75 feet to the place of beginning; also Lot Fifteen (15) on Delaware Street in the City of Lawrence, Kansas.

Beginning 117 Feet East of the Northwest corner of Lot Thirteen (13) on Delaware Street; Thence South 50 feet; Thence West 75 feet; Thence North 50 feet; Thence East 75 feet to the Beginning; also Lot Thirteen (13) on Delaware Street, in the City of Lawrence, Kansas.

Beginning 117 feet East of the Northwest corner of Lot Eleven (11) on Delaware Street; Thence South 50 feet; Thence West 75 feet; Thence North 50 feet; Thence East 75 feet to beginning; also Lot Eleven (11) on Delaware Street, in the City of Lawrence, Kansas.

Lots Number Twenty-four (24), Twenty-six (26) and Twenty Eight (28) on Pennsylvania Street, in the City of Lawrence, Kansas.

Subject to the following:

1. First Mortgage to Lawrence National Bank and Trust Company recorded in Book 143 at pages 233-234.
2. Second Mortgage to Lawrence National Bank and Trust Company recorded in Book 144 at pages 259-260 and re-recorded in Book 145 pages 269-270.
3. Third Mortgage to Lawrence National Bank and Trust Company recorded in Book 155 at pages 99 to 100.

In addition to said real property, this mortgage also covers and includes all other real property owned by the mortgagor and used or kept for use in connection with the business of the mortgagor, including all such other real property which may be hereafter acquired by the mortgagor for such use. Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note of this date, in the principal sum of \$30,000.00, ~~xxxxxx~~ the final payment of which is due on June 23, 1973, and by reference made a part hereof to the same extent as though set out in full herein.

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T-N-T Food Products, Inc.