

Reg. No. 5,843
Fee Paid \$41.25

FORM NO. 1112 CLASS 1

BOOK 161

25783

CHATEAU STATIONERY CO., 908 Walnut, Kansas City, Mo.

Kansas Real Estate Mortgage
CORPORATION

This Mortgage, Made this 29th day of June in the year of Our Lord One Thousand Nine Hundred Seventy-one by and between Jack Ellena Buick, Inc., a corporation organized and existing under the laws of the state of Kansas, party of the first part, and

Lawrence National Bank and Trust Co., Lawrence, Kansas party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of Sixteen Thousand Five Hundred and no/100 DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to its successors here and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of

and State of Kansas, to-wit: Lots Nine (9) and Ten (10) Replat of Lot Six (6) Auto Plaza Sub-division, an Addition to the City of Lawrence, subject to the existing utility easements, restrictions, reservations, and special assessment taxes now of record. This conveyance is subject to an option to repurchase by Byron J. Clark, which expires March 1, 1975, or upon the sooner construction by the grantee herein of an automobile sales and service building.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to their heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Jack Ellena Buick, Inc. the said party of the first part has this day made, executed and delivered to the said party of the second part its Promissory Note of even date herewith, by which it promises to pay to the said Lawrence National Bank and Trust Co., Lawrence, Kansas or order, for value received Sixteen Thousand Five Hundred and no/100 DOLLARS, due 19 with interest from 6/29/71 to maturity at the rate of 8 per cent per annum payable semi-annually, as evidenced by monthly payments plus interest for the sum of \$2,000 each, falling due on the first days of Jan. and July in each year, both principal and interest notes are payable at Lawrence National Bank and Trust Co., Lawrence, Kansas and bear interest from maturity until paid at the rate of ten per cent per annum, payable semi-annually.

NOW, if the said Jack Ellena Buick, Inc. shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, its assigns and all persons claiming under it, at which sale, appraisement of said property is hereby waived by said party of the first part, and all benefits of the Stay Laws of the State of Kansas are hereby waived by said party of the first part. And the said party of the first part shall and will at its own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Sixteen Thousand Five Hundred and no/100 Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with eight per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part does hereby covenant and agree that at the delivery hereof said Jack Ellena Buick, Inc. is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that it will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has caused this instrument to be signed on its behalf, by its President, and to be attested by its Secretary, and has caused its seal to be affixed the day and year above stated.

Jack Ellena Buick, Inc.

ATTEST:

By Jack A. Ellena
Jack A. Ellena President

Secretary