

## MORTGAGE RECORD No. 79

STATE OF Kansas, )  
Douglas County, )ss.

BE IT REMEMBERED, That on this 29th day of June A. D. 1935, before me F. C. Whipple a Notary Public in and for said County and State, came W. J. Patterson to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires Jan. 27 1939

F. C. Whipple  
Notary Public.

Recorded July 1, 1935 at 3:30 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 776

REAL ESTATE MORTGAGE

THIS MORTGAGE, Made this 2nd day of July, in the year of Our Lord One Thousand Nine Hundred and Thirty-five, by and between THE LAWRENCE SANITARY MILK AND ICE CREAM COMPANY, a corporation organized and existing under the laws of the State of Kansas, with its principal office at Lawrence, Douglas County, Kansas (hereinafter referred to as "Mortgagor") and FEDERAL RESERVE BANK OF KANSAS CITY, a corporation organized under the laws of the United States, (hereinafter referred to as "Mortgagee")

WITNESSETH:

That said Mortgagor for and in consideration of the sum of Twenty-five Thousand and No/100 Dollars (\$25,000.00), to it in hand paid by the said Mortgagee, 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 Mortgagee, and to its successors and assigns forever, all the following described real estate in the County of Douglas and State of Kansas, to-wit:

Commencing at the Southeast corner of Reserve Number seven (7), in the City of Lawrence; thence North one hundred fifty (150) feet; thence West fifty (50) feet; thence South one hundred fifty (150) feet; thence East fifty (50) feet to the place of beginning; all in the City of Lawrence in said County and State; together with all the appurtenances, improvements and fixtures thereto belonging and appertaining, and also all additional improvements and fixtures which shall be made to and placed upon said premises during the life of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said Mortgagee, and to its successors and assigns forever, PROVIDED, ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Mortgagor has this day executed and delivered its certain promissory note in writing to the Mortgagee, which said note, omitting date and signatures, is as follows:

\$25,000.00

Lawrence, Kansas, July 2nd, 1935.

For value received, the undersigned promises to pay to FEDERAL RESERVE BANK OF KANSAS CITY, or order, the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), at the place of business of said Federal Reserve Bank of Kansas City, in Kansas City, Missouri, in installments payable as follows: \$1,250.00 three (3) months from the date hereof, and \$1,250.00 each three (3) months thereafter until fully paid; with interest from date to maturity at the rate of six per cent. (6%) per annum, payable quarterly. In the event any part of the principal of this note be not paid when due, the same shall thereafter bear interest at the rate of eight per cent. (8%) per annum. Privilege is reserved of paying \$100.00, or any multiple thereof, upon any date that any installment of principal is payable, for application upon the last maturing installment of the principal hereof.

Upon the occurrence of any one or more of the following events, viz:

- (1) Default in the payment of any part of the principal hereof, or interest thereon, when the same shall have become due and payable;
- (2) If the undersigned shall go into voluntary bankruptcy or insolvency, or institute in its own behalf any proceedings under the bankruptcy laws of the United States, or consent to any such proceedings instituted by others, or apply for or consent to the appointment of a receiver of itself or any of its property.

the holder of this note may declare this note and all installments then remaining unpaid thereon, and all interest then accrued thereon, to be due and payable.

All signers, endorsers and parties of this instrument hereby waive demand, protest and notice of non-payment, and agree to all extensions and partial payments at or after maturity.

This note is secured by real estate mortgage and chattel mortgage upon properties of the undersigned, by assignment of notes and accounts receivable of the undersigned, and by assignment of life insurance upon the lives of S. W. Hurwitz and Samuel Hurwitz, President and Vice President, respectively, of the undersigned.

THE LAWRENCE SANITARY MILK AND ICE CREAM COMPANY,  
By S. W. Hurwitz, President.

ATTEST: H. W. Love Secretary.

NOW, if the said Mortgagor 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, and any extensions or renewals thereof, and all sums becoming due hereunder, then these presents shall be null and void; but, if default be made in the payment of any part of the principal of said note, or interest thereon, when the same shall have become due; or if the Mortgagor shall go into voluntary bankruptcy or insolvency, or institute in its own behalf any proceedings under the bankruptcy laws of the United States, or consent to any such proceedings instituted by others, or apply for or consent to the appointment of a receiver of itself or any of its property; or if Mortgagor shall be adjudicated bankrupt; or if the taxes and assessments of every nature which are or may be assessed against said premises and appurtenances, or any part thereof, are not paid at the time when the same are by law made due and payable; or if Mortgagor make an assignment for the benefit of creditors; or if Mortgagor fail to furnish additional security for the payment of said indebtedness upon request of the Mortgagee; or if Mortgagor fail to keep and perform any of the covenants and agreements of this mortgage, then upon the happening of any one or more of said events, or at any time thereafter, Mortgagee may declare the entire indebtedness hereby secured due and payable; and upon forfeiture of this mortgage, Mortgagee, its successors and