

MORTGAGE RECORD 85

Receiving No. 9861 <

M O R T G A G E

THIS MORTGAGE, Made this 16th day of April, 1940, by THE LAWRENCE SANITARY MILK & ICE CREAM COMPANY, a corporation, of the City of Lawrence State of Kansas Mortgagee, (hereinafter called the "Mortgagee"), to RECONSTRUCTION FINANCE CORPORATION its successors and assigns, Mortgagee (hereinafter called the "Mortgagee").

WITNESSETH, THAT, the Mortgagee has and by these presents does grant, bargain, sell, assign, remise, transfer, convey, warrant, mortgage, and pledge unto Mortgagee, its successors and assigns, the following described property (hereinafter sometimes called the ("Mortgaged Property")), to wit:

Commencing at the southeast corner of Reserve No. 7, in the City of Lawrence, thence north 150 feet, thence West 50 feet, thence South 150 feet, thence east 50 feet to the place of beginning, all in the city of Lawrence, Douglas County, Kansas.

And all other property of like nature, wheresoever the same may be situate, now owned or hereafter acquired by the Mortgagee, not hereinbefore described, any and all property which may from time to time hereafter, by delivery or right of any kind, be conveyed, mortgaged, pledged, assigned or transferred, for the purposes hereof, by the Mortgagee or by any person or corporation to the Mortgagee, which is hereby authorized to receive any such property at any time as and for additional security hereunder, and to hold and apply the same subject to the terms hereof;

Together with all and singular the easements, franchises, tenements, hereditaments and appurtenances whatsoever to the properties hereby conveyed, or any part thereof, belonging or in any wise appertaining, and the reversions, remainder and remainders, rents, income, issues and profits thereof, and also all and singular the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the Mortgagee, of, in or to the same, and any and every part thereof, with the appurtenances; all buildings, plants, improvements and structures now or hereafter placed on the mortgaged property or any part thereof;

TO HAVE AND TO HOLD the above described property hereby conveyed, assigned and mortgaged, or intended to be, or which may hereafter be conveyed, assigned and mortgaged, or intended to be, or which may hereafter be conveyed, assigned and mortgaged unto said Mortgagee, its successors and assigns, forever, for the purpose of securing: First: payment in accordance with its terms of the principal and interest of the indebtedness evidenced by one promissory note (and any extension or renewal thereof) of which the following is a copy:

\$20,000.00

N O T E

Lawrence, Kansas
(Date) April 16, 1940

For value received, the undersigned promises to pay to the order of Reconstruction Finance Corporation, hereinafter called "Payee," at the Federal Reserve Bank of Kansas City in the city of Kansas City, State of Missouri Twenty Thousand and No/100 dollars, with interest on unpaid principal computed from the date of each advance to the undersigned at the rate of 5 percent per annum, payment to be made in installments as follows:

\$300.00 monthly, commencing two months from the date hereof, and the balance on or before six years from the date hereof. Each such payment to be applied first on account of interest accrued to the date of such payment and second on account of principal.

The term "the Indebtedness" as used herein shall mean the indebtedness evidenced by this Note and any and all other indebtedness of the undersigned to Payee, including principal, interest, and/or expenses, whether contingent, now due or hereafter to become due and whether heretofore or contemporaneously herewith or hereafter contracted, and whether arising by operation of law, or out of the same or different transactions between the parties hereto, or between others. The term "the Collateral" as used in this Note shall mean any funds, guaranties, or other property or rights therein of any nature whatsoever or the proceeds thereof which may have been, are, or hereafter may be, hypothecated, directly or indirectly, by the undersigned or others, in connection with, or as security for, the Indebtedness or any part thereof. The Collateral, and each part thereof, shall secure the Indebtedness, and each part thereof. The covenants and conditions set forth or referred to in any and all instruments of hypothecation constituting the Collateral are hereby incorporated in this Note as covenants and conditions of the undersigned with the same force and effect as though such covenants and conditions were fully set forth herein.

The Indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or upon the filing of a petition by or against the undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Act of 1898, as amended, or upon the making by the undersigned of an assignment for the benefit of its creditors. Payee is authorized to declare all or any part of the Indebtedness immediately due and payable upon the happening of any of the following events: (1) Failure to pay any part of the Indebtedness when due; (2) nonperformance by the undersigned of conditions imposed by and/or agreements with or required by Payee with respect to the Indebtedness; (3) Payee's discovery of the undersigned's failure in any application of the undersigned to Payee to disclose any fact deemed by Payee to be material or of the making therein or in any of the said agreements of any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the reorganization (other than a reorganization pursuant to any of the provisions of the Bankruptcy Act of 1898, as amended) or merger or consolidation of the undersigned (or the making of any agreement thereof) without the prior written consent of Payee; (5) the undersigned's failure duly to account, to Payee's satisfaction, at such time or times as Payee may require, for any of the Collateral, or proceeds thereof coming into the control of the undersigned; or (6) the institution of any suit affecting the undersigned deemed by Payee to affect adversely its interest hereunder in the Collateral or otherwise. Payee's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

Upon the nonpayment of the Indebtedness, or any part thereof, when due, whether by acceleration or otherwise, Payee is empowered to sell, assign, and deliver the whole or any part of the Collateral, at public or private sale, without demand, advertisement or notice of the time or place of sale or of any adjournment thereof, which are hereby expressly waived. After deducting all expenses incidental to or arising from such sale or sales, Payee may apply the residue of the proceeds thereof to the payment of the Indebtedness, as it shall deem proper, returning the excess, if any, to the undersigned. The undersigned hereby waives to the full extent permitted by law all right of redemption or appraisement whether before or after sale. At any such sale Payee may become the purchaser of the whole or any part of the Collateral free from any right of redemption so far as permitted by law. Without limiting or affecting such power of sale, Payee is further empowered, upon the nonpayment of the Indebtedness, or any part thereof, when due, to collect or cause to be collected or otherwise to be converted into money all or any part of the Collateral, in the name of Payee or the undersigned or otherwise, by suit or otherwise, and to surrender, compromise, release, renew, extend, exchange, or substitute any item of the Collateral in transactions with the undersigned or any third party, irrespective of any assignment thereof by the undersigned, and without prior notice to or consent of the undersigned or any assignee. Whenever any item of the Collateral shall not be paid when due, or otherwise shall be in default, whether or not the Indebtedness, or any part thereof, has become due, Payee shall have the same rights and powers with respect to such item of the Collateral as are granted in respect thereof in this paragraph in case of nonpayment of the Indebtedness, or any part thereof, when due. None of the rights, remedies, privileges or powers of Payee expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other right, remedy, privilege, and power now or hereafter existing in favor of Payee, whether at law or in equity, by statute or otherwise.

For Value Received - The within Mortgage is hereby cancelled and released.

Reconstruction Finance Corporation
Tel. Robert E. Johnson
Replied by undersigned's Attorney in fact under Power of Attorney dated January 15, 1943
which was recorded in the Office of the Register of Deeds of Douglas County, Kansas
in Book 149 at Page 116.
This Release was written on the original Mortgage. I entered this on the 11th day of September 1943.
Handwritten Signature
Reg. of Deeds
Doe.