

FD-1 Form No. 412-B
(For use under Section 403 only)
(CORPORATE)
(Revised March 1947)

MORTGAGE 40302 BOOK 97

Reg. No. 7479
Fee Paid \$506.25

THIS INDENTURE, made this 15th day of March, 1950, by and between
SUNFLOWER APARTMENTS, INC.
a corporation organized and existing under the laws of State of Kansas
having its principal place of business at Topeka, Kansas

hereinafter referred to as the Mortgagor, and

NEW YORK LIFE INSURANCE COMPANY
a corporation organized and existing under the laws of State of New York
hereinafter referred to as the Mortgagee.

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Two Hundred Two Thousand Five Hundred and no/100 ----- Dollars (\$202,500.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the City of Lawrence, County of Douglas, State of Kansas, to wit:

A tract of land in the East Half of Section Thirty-nix (36), Township Twelve (12), South, Range Nineteen (19), East, in the City of Lawrence, Douglas County, Kansas, described as follows, to-wit: Beginning at a point Two Hundred Ninety-three (293) feet South of the center line of Tenth Street and Thirty (30) feet West of the center line of Missouri Street; thence South 89°59' West Two Hundred Eighty-two (282) feet; thence South 11°01' West One Hundred Seventy-one and Ninety-three Hundredths (171.93) feet; thence South 89°35' West Forty-three and Six Tenths (43.6) feet; thence South 0°21' West One Hundred Forty-seven and Seventy-two Hundredths (147.72) feet; thence South 11°10' East Eighty-two and Fifty-one Hundredths (82.51) feet; thence South 27°10' East Fifty-six and Seventy-six Hundredths (56.76) feet; thence North 60°East Three Hundred Sixty-eight and Six Tenths (368.6) feet; thence North 0°06' West Two Hundred Sixty-five and Thirty-eight Hundredths (265.38) feet to the point of beginning, containing 2.7551 Acres, more or less.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the use or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The mortgagor covenants that said mortgagee shall have access to and a right to inspect the aforesaid premises at all reasonable times.

Together with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating, air-conditioning and laundry equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantle, refrigerating plant and refrigerators (whether mechanical or otherwise), cooking apparatus and appliances, furniture, shades, awnings, screens, blinds, and other furnishings; and with all rents, issues and profits therefrom, and all appurtenances; and

Together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein; and

All articles of personal property owned by the Mortgagor and now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described, which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are ever used or furnished in operating a building or the activities conducted therein similar to the one herein described and referred to, and all renewals or replacements

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thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner. It is hereby agreed that to the extent permitted by law all of the foregoing property and fixtures are to be deemed and held to be a part of and affixed to the realty.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof therunto belonging or in anywise appertaining unto the Mortgagee, its successors and assigns forever.

And the Mortgagor covenants with the Mortgagee that it is lawfully seized in fee of the premises hereby conveyed, that it has good right to sell and convey the same, as aforesaid, and that it will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of ----- Two Hundred Two Thousand Five Hundred and no/100 ----- Dollars (\$202,500.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, made by Mortgagor, and payable to the Mortgagee, or order, with interest at the rate of ----- four ----- per centum (4%) per annum on the unpaid balance until paid, principal and interest payable at the office of New York Life Insurance Company in New York City, New York, or at such other place as the holder of the note may designate in writing, in monthly installments, as follows: