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MORTGAGE

• THIS INDENTURE, made and entered into at Wichita, Kansas, this 8th day of April 1994 by and between Edmondson Construction Co., Inc. ("MORTGAGOR" whether one or more) and RAILROAD SAVINGS BANK, F.S.B. ("MORTGAGEE").

WITNESSETH: That this Mortgage secures a Note dated of even date herewith, in the principal amount of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00) and interest accrued thereon according to the terms of said Note and all future advances requested by Mortgagee and made at Mortgagee's option prior to release of this Mortgage, plus interest. This Mortgage also secures all amendments, extensions, modifications and renewals of said Note.

Mortgagor, for and in consideration of the above, does by these presents, mortgage and warrant unto Mortgagee, its successors and assigns, forever, that certain real property situated in the County of Douglas, State of Kansas, as more particularly described as:

Lot 4, Block 3 of the University Corporate and Research Park No.2, an Addition to the City of Lawrence, Douglas County, Kansas

having a Post Office Address of 1315 Wakarusa Drive, Lawrence, Kansas.

together with all heating ventilating, and air conditioning equipment and all the estate, right, title, and interest of Mortgagor in and to the said real property.

Together with a security interest in and to all of the heating, ventilating and air conditioning equipment, appliances, furniture, furnishings, equipment, fixtures, and other personal property of Mortgagor now or hereafter located on the hereinabove described real property, as well as a security interest in the Leases and Rents. This Mortgage shall be considered a fixture filing for purposes of the Uniform Commercial Code (UCC).

This Mortgage and Security Agreement is given to secure the payment of the principal sum aforesaid as evidenced by a certain Promissory Note ("Note") referenced above, the terms of which are incorporated by reference herein, payable in accordance with its terms.

Mortgagor hereby covenants as follows:

1. Construction with Note. This Mortgage incorporates the provisions of a Note and a Construction Loan Agreement dated April 8, 1994, and should be construed therewith.

2. Payment. To pay principal and interest on the Note according to its terms.

3. Title. Except as provided herein in paragraph 23 herein, to be the owner of fee simple title to the real estate described above, and to be the owner of unconditional title to all other property which secures repayment of this mortgage, to have a good right to mortgage said property; that all property is free and clear of all liens and encumbrances; and to guarantee and defend title to all property which is the subject of this mortgage against the lawful claims or demands of all persons not parties to this agreement.

4. Taxes and Assessments. So long as any part of any debt hereby secured shall be unpaid, to remove from said premises all statutory lien claims; to protect the title and possession of said real property; and to pay, when the same becomes due, all taxes and assessments now existing, or hereafter levied or assessed, on said real property, or the interest therein created by this Mortgage, or which, by the laws of Kansas, may be levied or assessed against the Mortgagee, or its mortgage interest in said real property, or the debt hereby secured, or on this Mortgage.

Escrow Taxes and Insurance. Mortgagor shall pay to Mortgagee at Mortgagee's request, on the day monthly payments are due, until the Note is paid in full, a sum equal to one-twelfth of yearly taxes which may attain priority over the Mortgage or Other Security Documents. Mortgagor shall also pay to Mortgagee at Mortgagee's request on the day monthly payments are due, until the Note is paid in full, a sum equal to one-twelfth of yearly insurance which may come due. Mortgagee may estimate the amount due on the basis of current data and reasonable estimates of future amounts. The escrowed funds shall be additional security for the sums secured by the Mortgage and any Other Security Documents.