

THIS MORTGAGE, Made the fifteenth day of December A. D. 1952 between

John C. Frye and Ruth H. Frye, individually and as husband and wife, of Douglas County, Kansas

hereinafter (whether one or more in number) called Mortgagors, and The First National Bank of Lawrence, Lawrence, Kansas, a Corporation organized and existing under the laws of the United States hereinafter called Mortgagee:

WITNESSETH, That Mortgagors, in consideration of the sum of

----- Sixteen Thousand Dollars -----

to them in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, do by these presents mortgage and warrant unto Mortgagee the following described Real Estate in the

County of Douglas and State of Kansas, to-wit:

Lot Number Six (6) in Owens' Addition, an Addition to the City of Lawrence, Douglas County, Kansas, according to the recorded plat thereof, subject to reservations, restrictions, covenants and easements of record, if any, less the following:

Beginning at the Southwest corner of Lot No. Six (6) in said Owens' Addition, thence East along the South line of said Lot No. Six (6) a distance of 58 feet, thence North 136.8 feet to the Northwest corner of said Lot No. Six (6), thence Southwesterly along the West line of said Lot No. Six (6) a distance of 148.6 feet to the point of beginning, all in Owens' Addition, an Addition to the City of Lawrence, Douglas County, Kansas.

Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises."

TO HAVE AND TO HOLD the same unto Mortgagee forever.

CONDITIONED, HOWEVER, That if Mortgagors shall pay or cause to be paid to Mortgagee, at its office in the City of Lawrence, Kansas or at such place which may hereafter be designated by Mortgagee, its or his heirs, executors, administrators, successors or assigns, the principal sum of Sixteen Thousand and no/100 Dollars -----

with interest at the rate of four and three-fourths per cent per annum until maturity, payable in instalments of One Hundred Twenty Four and Forty-Six One-Hundredths Dollars -----

on the fifteenth day of September, 1953, and of each month thereafter, and the entire balance of principal and interest on August 15, 1968.

according to the terms of a promissory note of even date herewith executed by Mortgagors and payable to the order of Mortgagee, and shall likewise pay or cause to be paid such additional sums, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by a promissory note or notes of Mortgagors, such additional note or notes to be identified by recital that it or they are secured by this mortgage, and such note or notes shall be included in the word "note" wherever it appears in the context of this mortgage, and shall also fully perform all the covenants, conditions and terms of this mortgage, then these presents shall be void, otherwise to remain in full force and effect.