MORTGAGE

THIS INDENTURE, Made this 5th day of January ,19 53, by and between Norvel M. McClung and Delia Rainey McClung, husband and wife , Mortgagor, and

The Lawrence National Bank, Lawrence, Kansas

under the laws of Kansas

, a corporation organized and existing , Mortgagee:

> A part of Lot A in Sinclair's Addition to the City of Lawrence, described as follows: Beginning at Northwest corner of Lot A in Sinclair's Addition to the City of Lawrence, thence South 50 feet thence East 16 degrees 34 minutes South 93.73 feet, thence North 26 degrees, East 85 feet, thence West 127 feet to point of beginning.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four per centum (4%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Lawrence National Bakk in Lawrence, Kansas, or at such other place as the holder of the rate way designed in the contract of the contract of the rate way designed in the contract of the contract of

or at such other place as the holder of the note may designate in writing delivered or mailed to the Mortagagy, in monthly installments of Fifty-seven and 57/100 - - Dollars (\$ 57.57), commencing on the first day of February , 19 53, and continuing on the first day of each month thereafter, until said note is fully paid, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on the first day of January , 19 73

The Mortgagor covenants as follows:

- He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.
- 2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully raid:
 - (a) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiuma that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee, and of which the Mortgagor is notified), less all sums already paid therefor, divided by the number of months to elapse before one month prior the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent.