

65237

BOOK 117

F-870-F-11-55-1000

KANSAS RESIDENCE MORTGAGE

THIS MORTGAGE, Made the twenty-seventh day of February A. D. 1958 between

Roger L. Phillips and Betty Jolly Phillips, individually and as husband and wife, of the County of Douglas and State of Kansas.

hereinafter (whether one or more in number) called Mortgagors, and The Lawrence National Bank, a Kansas corporation, having its principal place of business at Lawrence, Kansas - -

hereinafter called Mortgagee:

WITNESSETH, That Mortgagors, in consideration of the sum of

Thirteen 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 thirty-one in block nine, in Prairie Acres Subdivision of Park Hill Addition, an Addition to the City of Lawrence, according to the recorded plat thereof, subject to reservations, restrictions, covenants, and easements of record thereon.

The proceeds of the loan hereby secured are being applied on the purchase price of the premises above described.

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 Thirteen thousand dollars - - - - - with interest at the rate of five and one-half - - - - - per cent per annum until maturity, payable in instalments of Eighty-nine and forty-three one-hundredths dollars - - - - - on the first day of May, 19 58, and of each month thereafter, and the entire balance of principal and interest on April 1, 19 78.

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.

For assignment of Mortgagee in Book 117, Page 177