

MORTGAGE

73850

BOOK 125

18-2-T.W.

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 1st day of July A. D. 19 60

between Calvin R. Roberts and Ola May Roberts, his wife

of Douglas County, in the State of Kansas, of the first part

and The Silver Lake State Bank

of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Five Thousand Five Hundred and 00 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto

said part y of the second part, its heirs and assigns, all the following described Real Estate,

situated in Douglas County, and State of Kansas to wit:

The East Fifteen (15) Feet of the North One-Half (1/2) of Lot Number One Hundred Sixty-One (161) and the North One-Half (1/2) of Lots Numbered One Hundred Sixty-Three (163) and One Hundred Sixty-Five (165), in Block Number Three (3), on Locust Street, in that part of the City of Lawrence, Known as North Lawrence.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except None and that will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Four Thousand & 00/100 DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Parties of the First Part

have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

PROMISSORY NOTE

July 1, 19 60

On or before Five Years After date for value received we Promise to pay

to the order of THE SILVER LAKE STATE BANK, Silver Lake, Kansas

Five Thousand Five Hundred & 00/100- - - - - DOLLARS

For value received, with interest after date at 6 per cent per annum, protest, presentment, notice of dishonor and extension of time of payment waived by all parties to this note. To be paid \$100.00 per month covering Principal and interest, starting September 1, 1960.

No. Due 7-1-65 Calvin R. Roberts

Address Locompton, Kansas Ola May Roberts

NOW, If said part 1es of the first part shall pay or cause to be paid to said part y of the second part, its heirs or assigns, said sum of money in the above described note as mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Calvin R. Roberts

Ola May Roberts

Ola May Roberts