Meg. No. 10,354

75243 BOOK 126

This Mortgage, made the 11th day of November . A. D. 1960. Between BUILDERS INVESTMENT COMPANY. INC., a Kansas Corporation

of the City Ebwrence Douglas. in the County of , and State of Kansas, party of the first part, and THE DAVIS-WELLCOME MORTGARE COMPANY a body corporate, existing under and by virtue of the laws of Kansas , and having its chief office in the City of Topeka and State of Kansas , party of the second part, Witnesseth: That whereas the said part y of the first part 1s justly indebted to THE DAVIS-WELLCOME NORTGAGE CONPANY for money borrowed in the sum of DOLLARS,

THENTY-TWO THOUSAND AND ne/100 _______ DOLLARS, to secure the payment of which it has s executed it's promissory note, of even date herewith. for the principal sum of _______THENTY-TWO THOUSAND AND ne/100 ______ DOLLARS.

with interest from date, until maturity, at the rate in said note set forth; being an instalment note by the terms of which the said part y of the first part agree to pay to THE DAVIS-WELLCONE MORTGAGE COMPANY , or order,

the principal and interest in monthly instalments as follows, namely:

Beginning on the 1st day of Natch , 19 61 , and on the 1st day of each month thereafter the sum of ONE HUNDRED SIXTY-FOUR AND 04/100 - - - Dollars and the balance of said principal sum due and payable on the 1st day of FEERUARY , 19 81. The aforesaid raonthly payments of ONE HUNDRED SIXTY-FOUR AND 04/100th Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of

---- THENTY-TWO THOUSAND AND no/100 (\$22,000,00) ----- Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that if any of the principal and interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said

at its office in the city of Töpeka , or at such other place as the holder thereof max designate in writing, in lawful money of the United States of America.

Now, therefore, this indenture Witnesseth: That the said part y of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do 05 by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of LAWRENCE

in the County of DOUGLAS

and State of Kansas, to wit:

LOT SIX (6) in BLOCK TWO (2) in BELLE HAVEN SOUTH ADDITION

NUMBER TWO (2), an ADDITION TO THE CITY OF LAWRENCE,

DOUGLAS COUNTY, KANSAS