

MORTGAGE 76362 BOOK 127

THIS MORTGAGE, made this 28 day of March, 1961, by and between DOUGLAS COUNTY BUILDING CORPORATION, INC., a Kansas corporation, of Douglas County, Kansas, party of the first part, and THE FIRST NATIONAL BANK OF KANSAS CITY, a corporation, of Jackson County, Missouri, party of the second part,

WITNESSETH:

That the said party of the first part for and in consideration of the sum of One Hundred Sixty Five Thousand Dollars (\$165,000.00) to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, piece and parcel of land lying, being and situate in the County of Douglas and State of Kansas, to-wit:

Lots Ninety-four (94) and Ninety-six (96) on Tennessee Street, in the City of Lawrence, Douglas County, Kansas; and the South 3 1/3 feet of Lot Sixty-three (63) and all of Lots Sixty-five (65) and Sixty-seven (67) on Kentucky Street, in the City of Lawrence.

SUBJECT TO easements, restrictions and reservations of record.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part and to its successors and assigns forever, provided, always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said party of the first part has this day made, executed and delivered to the said party of the second part its certain promissory note of even date herewith, of which the following is a true and correct copy;

\$ 165,000.00

KANSAS CITY, MISSOURI

March 28, 19 61

FOR VALUE RECEIVED, WE promise to pay to THE FIRST NATIONAL BANK OF KANSAS CITY, or order, the sum of One Hundred Sixty Five Thousand and no/100 DOLLARS

with interest from date at the rate of Five (5) per cent per annum, at the office of The First National Bank of Kansas City, Missouri, in monthly installments as follows, to-wit:

\$ 2,100.00 on the 2nd day of January, 19 62, and \$ 2,100.00 on the 2nd day of each succeeding calendar month thereafter until December 2nd

19 69, on which date the entire unpaid balance hereof shall become due and payable.

Each installment shall be first applied in payment of the interest and then on the unpaid balance of the principal sum, and if default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once at the option of the holder hereof. Privilege is given and reserved to prepay the whole or any part of this note at any time without premium or fee.

This note is secured by a first mortgage on real estate in Douglas County, in the City of Lawrence, Kansas

MATURES: December 2, 1969

ATTEST:

G. M. Clem
Secretary

Douglas County Building Corporation, Inc.

By Chester G. Jones
President