

77088 BOOK 128

MORTGAGE

THIS INDENTURE, Made this ^{25th} ~~last~~ day of ^{May} ~~May~~, 1961, between GREEK BUILDERS, INC., a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas and having its principal office at Dodge City, in the State of Kansas, party of the first part, and JOHN T. BORTON and the ESTATE OF CLINTON H. CHALMERS, DECEASED, Reno County, in the State of Kansas, parties of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey to the said parties of the second part, and to their heirs, assigns, legatees and devisees, all of the following described real estate situated in the County of Douglas and State of Kansas, to wit:

Tract A, also known as Lot 1, Mount Rosa Addition to the City of Lawrence, Kansas and more particularly described as beginning at a point on the center line of Warren Street, (now 9th Street) produced from (now within) the City of Lawrence, 2.57 chains West of the East Boundary of the Northwest Quarter of Section 36, Township 12, Range 19, thence West 5.07 chains, thence South 4.15 chains, thence East 5.07 chains, thence North 4.15 chains to the place of beginning, all in Douglas County, Kansas, subject however to an easement in favor of Roy C. Terrill and Melba K. Terrill, their heirs and assigns, across said real estate for the establishment, re-establishment and/or maintenance of water and gas lines leading from the North line of said real estate to a tract of land contiguous to the South line of said real estate, with liberty from time to time with workman to enter upon the said real estate and to establish, re-establish, repair, adjust and/or maintain the said water and gas lines.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto the said parties of the second part, and to their heirs, assigns, legatees and devisees, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except as otherwise noted in the foregoing, and that it will warrant and defend the same in the quiet and peaceable possession of said parties of the second part, their heirs, assigns, legatees and devisees, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said Greek Builders, Inc. is justly indebted unto the said parties of the second part in the principal sum of One Hundred Forty Thousand Five Hundred Twenty-Nine Dollars and Seventy-eight cents, (\$140,529.78) lawful money of the United States of America, and payable according to the tenor and effect of two certain First Mortgage Real Estate Notes, one executed and delivered by the said Greek Builders, Inc. bearing date of ~~June 2, 1961~~, and payable to the order of the said John T. Borton and