

27839 BOOK 128

MORTGAGE

THIS MORTGAGE, Made this 3rd day of August in the year of Our Lord One Thousand Nine Hundred Sixty-one by and between William L. Lemessany and Jean C. Lemessany, husband and wife. of the County of Douglas and State of Kansas (hereinafter jointly and severally referred to as "Mortgagor"), and THE FIRST NATIONAL BANK OF LAWRENCE (hereinafter jointly and severally referred to as "Mortgagee"),

WITNESSETH: That said Mortgagor, for and in consideration of a loan of TWENTY-FIVE THOUSAND AND 00/100 Dollars, to the Mortgagor made by the said Mortgagee, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Mortgagee, and to its heirs and assigns forever, all of the following described tract piece, and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:

Lots 22, 23 and 24 in Block 21 in Sinclair's Addition to the City of Lawrence, subject however to a first mortgage to The Lawrence Building and Loan Association, said mortgage dated September 4, 1957, recorded September 9, 1957, in Book 116 at page 365 in the office of the Register of Deeds, Douglas County, Kansas.

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

WHEREAS, William L. Lemessany and Jean C. Lemessany the said

Mortgagor has executed and delivered to the said Mortgagee their Promissory Note by which the Mortgagor promises to pay to the said Mortgagee or order, for value received TWENTY-FIVE THOUSAND AND 00/100 Dollars, with interest from the date thereof to maturity at the rate of 6 percent per annum, payable as follows: on twenty five percent (25%) of the unpaid principal, and interest at the rate of five and one half percent (5 1/2%) per annum on seventy five percent (75%) of the unpaid principal, and equal installments, including principal and interest payable \$485.00 monthly, beginning two (2) months from date of Note. Each installment shall be applied first to interest accrued to the date of receipt of said installment, and the balance, to principal. Balance of principal and interest payable five (5) years from date of note. Said Note bearing even date herewith.

NOW, If the said Mortgagor shall well and truly pay, or cause to be paid, the sum of money in said Note mentioned, with the interest thereon, according to the tenor and effect of said Note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said Mortgagee, or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time

SBA-KC-144

WILLIAM L. LEMESSANY AND JEAN C. LEMESSANY