

77841 BOOK 128

LLP-26h.17h-KC

BANK

## MORTGAGE

THIS MORTGAGE, Made this 3 day of August in the year of Our Lord One Thousand Nine Hundred Sixty-one by and between William L. Lemesany and Jean C. Lemesany, 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 Mortgagee 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:

Lot 38 in Block 1 in Belle Haven South, an addition to the City of Lawrence, as shown on the recorded plat in Plat Book 5, page 9, recorded the 1st day of July 1957, subject however to a mortgage to Capitol Federal Savings and Loan Association dated October 17, 1958, and recorded October 23, 1958 in Book 119 at pages 642 - 3 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. Lemesany and Jean C. Lemesany

Mortgagor has executed and delivered to the said Mortgagee the said 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 six (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 (5½%) 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. LEMESANY AND JEAN C. LEMESANY