

L-264,569-KC BANK

80510 BOOK 131

MORTGAGE

THIS MORTGAGE, Made this 16th day of May, 1962 in the year of Our Lord One Thousand Nine Hundred Sixty-two by and between Winston E. Harwood and Harriet Ruth Harwood, his wife and Robert E. Faulk and Alice E. Faulk, his wife of the County of Douglas and State of Kansas (hereinafter jointly and severally referred to as "Mortgagor"), and The Douglas County State Bank, Lawrence, Kansas, a corporation (hereinafter jointly and severally referred to as "Mortgagee"),

WITNESSETH: That said Mortgagor, for and in consideration of a loan of Sixty-five Thousand and 00/100 (\$65,000.00) 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:

Beginning at a point in the Section line 980 feet North of the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section No. Fourteen (14), Township No. Thirteen (13) South, Range No. Nineteen (19) East, thence West 312 feet, thence North 140 feet, thence East 312 feet, thence South along Section line 140 feet to the point of beginning; also Beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section No. Fourteen (14), Township No. Thirteen (13) South, Range No. Nineteen (19) East, thence South to a point 1120 feet North of the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section, thence West 312 feet, thence North to the North line of said Section, thence East to the place of beginning, also Beginning at a point in the North section line, 312 feet West of the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section No. Fourteen (14), Township No. Thirteen (13) South, Range No. Nineteen (19) East, thence South 312 feet, thence West 140 feet, thence North 312 feet to the North line of said Section, thence East 140 feet to the point of beginning; all in Douglas County, Kansas; also Beginning at a point in the North Section line 452 feet West of the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section No. Fourteen (14), Township No. Thirteen (13) South, Range No. Nineteen (19) East of the Sixth Principal Meridian, thence South 312 feet, thence West 80 feet, thence North 312 feet to the North Line of said Section, thence East 80 feet to the point of beginning, in 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 Winston E. Harwood and Harriet Ruth Harwood, his wife, and Robert E. Faulk and Alice E. Faulk, his wife the said Mortgagor has executed and delivered to the said Mortgagee one Promissory Note by which the Mortgagor promises to pay to the said Mortgagee or order, for value received Sixty-five Thousand and 00/100 (\$65,000.00) Dollars, with interest from the date thereof to maturity at the rate of six (6%) percent per annum, ~~payable as follows~~ or 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 \$600.00 monthly, beginning two (2) months from date of Note. Balance of principal and interest payable ten (10) 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

SEA-KC-144

HARWOOD'S WHOLESALE MEAT COMPANY