be entitled to collect and retain the rents, issues and profits

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 this mortgage is given to secure the payment of the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five and one-half per cent (5½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of party of the second part in the City of Lawrence, Kansas, in monthly installments of Two Thousand Eight Hundred Sixty Dollars (\$2,860.00) commencing on the <u>l0th</u> day of August, 1962, and on the <u>l0th</u> day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the <u>l0th</u> day of July, 1977, and whereas it is agreed that this is a Purchase Money Mortgage,

NOW, if the said parties of the first part 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 any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of the principal sum which remains unpaid and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature

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