

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Lawrence Apartments, Inc.

has this day executed and delivered its certain promissory note in writing to said party of the second part, of which the following is a copy :

\$1,572.88

**PROMISSORY NOTE
SECURED BY SECOND MORTGAGE**

Topoka, Kansas
January 22, 1963

In consideration of the release of the mechanic's lien filed September 29, 1961, in the office of the Clerk of the District Court of Douglas County, Kansas, in the amount of \$1,572.88, Lawrence Apartments, Inc., promises to pay to the order of Gover Plumbing and Heating the sum of \$1,572.88, plus interest at the rate of 6% per annum on the unpaid balance, computed monthly, to be paid in monthly installments of \$26.00 per month, beginning February 1, 1963, and continuing on the first day of each month thereafter until said \$1,572.88 plus interest as aforesaid is paid in full. Interest shall begin as of this date. Said monthly installment shall be applied first to interest and then to principal, with privilege reserved of making larger payments at any installment date, and any amounts thus prepaid shall be applied directly to principal, canceling interest thereon. Payable at the office of the holder of this note, or its attorney.

IN WITNESS WHEREOF, Lawrence Apartments, Inc., has hereunto caused this promissory note to be signed on its behalf by its President, thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed on this 22nd day of January, 1963.

LAWRENCE APARTMENTS, INC.

By Elwaine F. Pomeroy
Elwaine F. Pomeroy, President

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto ~~caused~~ caused this mortgage to be signed ~~on its behalf by its President, thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed on this 22nd day of January, 1963.~~ on its behalf by its President, thereunto duly authorized so to do, and has caused its corporate seal to be hereunto affixed on this day, and year first above written.

LAWRENCE APARTMENTS, INC.

By Elwaine F. Pomeroy
Elwaine F. Pomeroy, President

State of Kansas, Shawnee County, ss.

BE IT REMEMBERED, That on this 22nd day of January, A. D. 19 63, before me, the undersigned, a Notary Public

In and for the County and State aforesaid,

came Elwaine F. Pomeroy, President of Lawrence Apartments, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and as such officer who is personally known to me to be the same person who executed the within instrument on behalf of said corporation duly acknowledged the execution of the same, to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Term expires

March 22,

1965

Recorded January 28, 1963 at 11:50 A. M.

RECEIPT.

September 2, 1964.

\$1,572.88

RECEIVED of Lawrence Apartments, Inc., the within-named mortgagor, the sum of Fifteen Hundred Seventy-Two and 88/100 DOLLARS, in full satisfaction of the within Mortgage.

Gover Plumbing & Heating
Harley P. Gover, Owner.

This release was written on the original mortgage entered this 4 day of September 1964

Harold A. Beck
Reg. of Deeds

Deputy