

11-498 (2-63 Revised 6-61)-1000

KANSAS RESIDENCE MORTGAGE

THIS MORTGAGE, Made the seventh day of June 1963, BOOK 136, A.D. 1963 between

Robert E. Beer and Margaret R. Beer, individually and as husband and wife, of Douglas County, Kansas

hereinafter (whether one or more in number) called Mortgagors, and Douglas County State Bank having its principal place of business and post office address at Lawrence, Kansas

hereinafter called Mortgagee:

WITNESSETH, That Mortgagors, in consideration of the sum of Twenty-five thousand dollars ----- to them in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, do by these presents mortgage and warrant unto Mortgagee the following described Real Estate in the County of Douglas ----- and State of Kansas, to-wit:

Lot 23 and the west portion of Lot 22 described as follows: Beginning at the northeast corner of Lot 14, thence running southwesterly on the north line of said Lot 14 to the southwest corner of said Lot 22, thence running northeasterly along the west lot line of said Lot 22 a distance of 222.48 feet, thence southeasterly along the arc of a curve 4.00 feet, thence southwesterly to the point of beginning, all in Block 2, in Holiday Hills, an Addition to the City of Lawrence, in Douglas County, Kansas, as shown by the recorded plat thereof, subject to reservations, restrictions, covenants and easements of record, if any.

The proceeds of the loan hereby secured are being applied on the purchase price of the premises above described.

The mortgagors further agree that they will not make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the written consent of the mortgagee. Any such transfer, if the mortgagee shall not so consent, shall constitute a default under the terms of this instrument and the mortgagors shall pay to the mortgagee, in addition to the whole indebtedness secured (as herein provided in event of default), a prepayment fee of a sum equal to six months' interest on the then unpaid principal amount of the loan. If the mortgagee shall so consent, it shall consent also to substitution of mortgagors' transferee as obligor under this mortgage and the aforesaid note.

Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises."

TO HAVE AND TO HOLD the same unto Mortgagee forever.
CONDITIONED, HOWEVER, That if

Mortgagors

shall pay or cause to be paid to Mortgagee, at its office in the City of Lawrence, Kansas or at such place which may hereafter be designated by Mortgagee, its or his heirs, executors, administrators, successors or assigns, the principal sum of Twenty-five thousand dollars ----- with interest, as provided in accordance with the terms and provisions of a promissory note of even date herewith executed by them and payable to the order of Mortgagee, to which note reference is hereby made, the final payment of which, if not sooner paid, is due and payable not later than the first day of January, 1969, and shall likewise pay or cause to be paid such additional sums, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by a promissory note or notes of Mortgagors, such additional note or notes to be identified by recital that it or they are secured by this mortgage, and such note or notes shall be included in the word "note" wherever it appears in the context of this mortgage, and shall also fully perform all the covenants, conditions and terms of this mortgage, then these presents shall be void, and Mortgagee shall issue a release of this mortgage, which Mortgagors agree to record at their own expense, otherwise to remain in full force and effect.

For Assignment See Book 136 Page 414