

BANK

84983 BOOK 135

L-264,935-KC

MORTGAGE

THIS MORTGAGE, Made this 20th day of July in the year of Our Lord, One Thousand Nine Hundred Sixty Three by and between John E. Colver Company, Inc., a Kansas Corporation of the County of Douglas and State of Kansas (hereinafter jointly and severally referred to as "Mortgagor"), and The Lawrence National Bank, Lawrence, Kansas (hereinafter jointly and severally referred to as "Mortgagee").

WINSSETH: That said Mortgagor, for and in consideration of a loan of Fifty Thousand and no/100 Dollars, to the Mortgagor made by the said Mortgage, 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:

TO HAVE AND TO HOLD To, 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, John E. Colver Company, Inc., a Kansas Corporation the said
Mortgagor has executed and delivered to the said Mortgagee its Promissory
Note by which the Mortgagee promises to pay to the said Mortgagee or order,
for value received Fifty Thousand and no/100
Dollars, with interest from the date thereof to maturity at the rate
of 6 percent per annum, payable as follows:

Installments of \$556.00, including principal and interest, payable monthly, beginning one (1) month from date of Note, and the balance of principal and interest payable ten (10) years from date of Note; PROVIDED that each said monthly installment shall be applied first to interest accrued to date of receipt of said installment, and the balance, if any, to principal. Said Note bearing even date herewith.

NOW, If the said Mortgagee 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

John E. Colyer Company, Inc.

SEA-KC-144