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85063 BOOK 135 BANK 84983. BOOK 135 L-264.935-KC MORTGAGE THIS MORTGAGE, Made this ^{10th} 'day of July's 'in the year of Our Lord / One Thousand Nine Hundred <u>Sixty Three</u> by and between <u>John E. Colver Company</u>, Inc., a Kansas Corporation of the County of <u>Douglas</u> and State of Kans (hereinafter jointly and severally referred to as "Mortgagor"), and State of Kansas (hereinal ter joinery and the Kansas The Lawrence National Bank, Lawrence, Kansas (hereinafter jointly and and severally referred to as "Mortgagee"), WITNESSETH: That said Mortgagor, for and in consideration of a loan of Fifty Thousand and no/100 - - -Dollars. Sognining at a point h30.8 feet North and 652.0 feet West of the Bouthe Corner of the Southeast Quarter (.) of Section 6, Township 13 South, Range 20 mast, thence West 120.0 feet, the South parallel with the wast fine of said Quarter Soctan 340.95 feet more or less to the Worth right of said Quarter Soctan 340.95 feet more or less to the Worth add with of said 20.0 feet, thence North Ascalled with the South Line of said Quarter Soctan 350.25 feet more or less to the Bouth Line badinaing, All in Dauglas County, Mansas. Containing 0.963 acres More or less Beginning at a point 130.8. feet North and 652.0 feet including the rents, issues, and profile thereaf provided, however th Nortgagors shall be entitled to collect and relate the rents, issues 03 弦 (This mortgage is being/recorded to show the correct expiration date of Notary Public's commission.) TO HAVE AND TO HOLD The size with all and singular, the hereditaments and appurtenances thereto belogging, unto the sid 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. Colyer Company, Inc., a Kansas Corporation the said Mortgagor has executed and delivered to the said Mortgagee its Fromissory Note _____ by which the Mortgagor promises to pay to the said Mortgagee _____ its ____ Fromissory for value received <u>Fifty Thousand and no/100</u> ______ Dollars, with interest from the date thereof to maturity at the rate of ______ percent per anum, payable as follows: 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; PROVIDING 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. NCW, 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 casessed against said land, and appurtenances, or either of them, or any part thereof, are not paid at the time John E. Colyer Company, Inc. * SBA-KC-144

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