

85431

BOOK 135

L-264.935-KC

BANK

MORTGAGE

THIS MORTGAGE, Made this 31st day of July in the year of Our Lord  
One Thousand Nine Hundred Sixty Three by and between John E. Colyer 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"),

WITNESSETH: That said Mortgagor, for and in consideration of a loan of Fifty  
Five Thousand and no/100 Dollars,  
to the Mortgagor made by the said Mortgagee, 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 one piece one and parcel one of land lying and situated in the County  
of Douglas and State of Kansas, to-wit:

Beginning at a point 430.8 feet North and 652.0 feet West of the Southeast  
Corner of the Southeast Quarter (4) of Section 6, Township 13 South,  
Range 20 East, thence West 120.0 feet, thence South parallel with the  
East Line of said Quarter Section 348.85 feet more or less to the North  
right of way of Kansas Highway Number 10, thence Southeasterly along  
said right of way 120.0 feet; thence North parallel with the East Line  
of said Quarter Section 350.25 feet more or less to the point of  
beginning, all in Douglas County, Kansas. Containing 0.963 acres more  
or less.

Including the rents, issues, and profits thereof provided, however, that the Mortgagors  
shall be entitled to collect and retain the rents, issues and profits until default  
hereunder.

This mortgage is given to correct one certain mortgage dated July 19, 1963 recorded in  
Volume 135, Page 57 to 59 at 8:30 A.M., July 29, 1963, State of Kansas, Douglas County,  
original amount of \$50,000.00, Mortgage No. 84,983. This has been rerecorded August 2,  
1963, Volume 135, Page 100 to 102 at 10:00 A. M.

TO HAVE AND TO HOLD The same 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. Colyer Company, Inc., a Kansas Corporation

the said  
Mortgagor has executed and delivered to the said Mortgagee its Promissory  
Note one by which the Mortgagor promises to pay to the said Mortgagee or order,  
for value received Fifty Five Thousand and no/100  
one Dollars, with interest from the date thereof to maturity at the rate  
of 6 percent per annum, payable as follows:

Installments of \$611.00, including principal and interest, payable monthly,  
beginning six (6) months from date of Note, and the balance of principal and  
interest payable ten (10) years and five (5) months 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.

NOW, 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 assessed against said land and  
appurtenances, or either of them, or any part thereof, are not paid at the time

SBA-KC-144

John E. Colyer Company, Inc.