

Reg. No. 19,147
Fee Paid \$22.00

86892 BOOK 136

9-10 14-22 Revised 4-6-11-1900

KANSAS RESIDENCE MORTGAGE

THIS MORTGAGE, Made the fifth day of December A. D. 1963 between

Howard E. Burnett and Barbara Ann Burnett, individually and as husband and wife, of Douglas County, Kansas

hereinafter (whether one or more in number) called Mortgagors, and
The First National Bank of Lawrence
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-two 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:

Beginning at a point 520 feet South of the Northwest corner of the Southwest Quarter of Section 2, Township 13 South, Range 19 East of the Sixth Principal Meridian; thence South 200 feet; thence East parallel with the North line of said Southwest Quarter 435.6 feet; thence North parallel with the West line of said Southwest Quarter 200 feet; thence West 435.6 feet to point of beginning, in Douglas County, Kansas, subject to reservations, restrictions, covenants, and easements of record, if any.

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, to the extent that such shall be lawful, 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-two 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 May, 19 88, 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.

Instrument of Mortgagee Due Date 137 Reg-472