

89908 BOOK 139

MORTGAGE

218-2

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THIS INDENTURE, Made this 10th day of November, A. D. 1964,
between Alfred D. Robison and Marcia A. Robison, husband and wife

of Douglas County, in the State of Kansas, of the first part,
and C. O. Nauman and LaVonne Nauman

of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Fifteen Thousand

and 00 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said parties of the second part, their heirs and assigns, all the following-described real estate, situated in Douglas

County and State of Kansas, to wit: Commencing on the West line of Ohio Street in the City of Lawrence produced South from the original town to a point 188 feet North of the South line of Section 31, Township 12, Range 20; thence South on said West line of Ohio Street produced 125 1/3 feet; thence West 125 feet; thence North 62 2/3 feet; thence West 105 feet; thence North 62 2/3 feet; thence East 230 feet to place of beginning, in the City of Lawrence.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said parties of the first part

have this day executed and delivered a certain promissory note in writing to said parties of the second part of which the following is a copy: \$15,000.00. Lawrence, Kansas November 10, 1964. FOR VALUE RECEIVED, We hereby promise to pay to the order of C.O. Nauman and LaVonne Nauman, Fifteen Thousand Dollars (\$15,000.00) lawful money of the United States of America, to be paid as follows: \$200.00 on the 1st day of December 1964 and \$200.00 on the 1st day of each month thereafter until said amount has been paid in full. Said payments shall first be credited to interest due and the balance of said payments applied to principal with interest thereon from date at the rate of eight (8) per cent per annum, payable monthly. It is further provided that not more than 29 per cent of the principal may be paid in any one year.

Both principal and interest payable at The First National Bank of Lawrence, Lawrence, Kansas. If default be made in the payment of any installment of principal on this note, or of any interest due thereon, the entire unpaid balance of this note shall, at the option of the owner, hereof, immediately become due and payable and the entire unpaid part of said principal, with all past due interest shall draw interest at 10 per cent per annum.

The principal and interest of this note are secured by a second mortgage of even date herewith on real estate.

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Alfred D. Robison

Marcia A. Robison

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of November, A. D. 1964, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Alfred D. Robison and Marcia A. Robison

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Term expires January 16

1966.

ASSIGNMENT

Recorded November 12, 1964 at 9:46 A. M.

Register of Deeds