

90304 BOOK 139

11-498 19-63-Revised-1000

KANSAS RESIDENCE MORTGAGE

THIS MORTGAGE, Made the 28th day of December A. D. 1964 between

GEORGE W. BYERS and GLORIA BYERS, individually and as husband and wife, of Douglas County, Kansas hereinafter (whether one or more in number) called Mortgagors; and MISSOURI VALLEY INVESTMENT COMPANY having its principal place of business and post office address at 2812 West 47th Street, Kansas City, Kansas hereinafter called Mortgagee:

WITNESSETH, That Mortgagors, in consideration of the sum of TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY and No/100 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 Douglas County and State of Kansas, to-wit:

Lot Thirty-Six (36), and that part of Lot Thirty-Five (35), described as follows: Beginning at the southwest corner of Lot 35, thence in a Northwesterly direction 5 feet along the lot line of said lot, thence in a Northeasterly direction parallel with the Southeast line of said Lot 35 to a point on the East line of said Lot 35, 5 feet from the southeast corner of said Lot 35, thence in a Southeasterly direction 5 feet to the Southeast corner of said Lot 35, thence in a Southwesterly direction along said lot line to the point of Beginning: all in Country Club North, an Addition to the City of Lawrence, as shown by the recorded plat thereof.

Subject to reservations, restrictions, covenants and easements of record, if any.

The proceeds of the loan hereby secured are being applied on the purchase price of the premises above described.

The Mortgagors further agree that they will not make any voluntary intervivos 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 the substitution of the Mortgagor's 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 premises unto Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses herein set forth.

CONDITIONED, HOWEVER, That if GEORGE W. BYERS and GLORIA BYERS, husband and wife Mortgagors

shall pay or cause to be paid to Mortgagee, at its office in the City of Kansas City, Kansas or at such place which may hereafter be designated by Mortgagee, the principal sum of

TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY and No/100 dollars, with final maturity and

with interest, according to the terms of a promissory note of even date herewith executed by them and payable to the order of Mortgagee, 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 a 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, otherwise to remain in full force and effect, and Mortgagee shall issue a release of this mortgage, which Mortgagors agree to record at their own expense.

See Assignment See Book 141 Page 168