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Reg. No. 1,425  
Fee Paid \$750.00

253

FORM No. 1116—Class B

Dunsmuir Stationery Co. 821 Walnut, Kansas City, Mo.

BOOK 144

## 5888 Kansas Mortgage

This Mortgage, Made this 20th day of July in the  
year of Our Lord One Thousand Nine Hundred Sixty-six by and between

George Hill and Marie Hill, his wife of the County  
of Shelby and State of Tennessee parties of the first part, and  
The City National Bank and Trust Company of Kansas City, Missouri and  
General Insurance Company of America part les of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Three Hundred Thousand and no/100 (\$300,000.00) DOLLARS, to them in hand paid by the said part les of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said part les of the second part, and to their heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

LOTS 9, 11, 13, 15, 17 and 19 on Vermont Street;  
LOTS 10, 12, 14, 16, 18 and 20 on Kentucky Street; and that  
portion of alley vacated by Ordinance No. 3374 of the City of  
Lawrence, Kansas, all in the City of Lawrence, DOUGLAS COUNTY,  
KANSAS, and described by metes and bounds as beginning at the  
Southwest corner of Lot 20 on Kentucky Street; thence North  
along the East line of Kentucky Street 300.3 feet to the Northwest  
corner of Lot 10 on Kentucky Street; thence East 250 feet to the  
West line of Vermont Street and the Northeast corner of Lot 9 on  
Vermont Street; thence South 300.3 feet along the West line of  
Vermont Street to the Southwest corner of Lot 19 on Vermont  
Street; thence West along the North line of 7th Street to the  
point of beginning, in the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said part les of the second part, and to their heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

## WHEREAS,

the said parties of the first part have this day made, executed and delivered to the said part les of the second part their Promissory Note of even date herewith, by which they promise to pay to the said parties of the second part, received Three Hundred Thousand and no/100 (\$300,000.00) DOLLARS, due on demand with interest from date to maturity at the rate of 6 1/2 per cent per annum, payable semi-annually, as evidenced by one promissory note.

for the principal and interest thereon, which shall be paid to the said parties of the second part, both principal and interest, at The City National Bank and Trust Company, and the same shall be paid at the rate of 6 1/2 per cent per annum, payable semi-annually.

## NOW, If the said promissory note

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 part les of the second part 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 when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part, their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said part les of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said part les of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at the town expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of No insurance Dollars, for the benefit of the said part les of the second part or his assigns; and in default thereof said part les of the second part may at his option effect such insurance in own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said parties of the first part are the lawful owners of the premises above granted and seized of a good and inde feassible estate of inheritance therein, free and clear of all incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said part les of the second part, their heirs and assigns forever, against the lawful claim of all persons whomsoever, except all liens and encumbrances of record.

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

Executed and delivered in presence of

George Hill  
Marie Hill