

FORM NO. 1111 CLASS 1

Demaree Stationery Co., 708 Walnut, Kansas City, Mo.

BOOK 117
10236**Kansas Real Estate Mortgage****This Indenture.** Made this 3rd day of August, A. D. 1967, between

Larry W. Zornes and Cathleen A. Zornes, husband and wife,

of Douglas County, in the State of Kansas, of the first part,

and Haverly and Hedges, Inc., a Kansas Corporation

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 One Thousand Four Hundred Fifty and 00/100 (\$1,450.00)----- DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey

unto said part y of the second part, its successors heirs and assigns, all of the following described real

estate situated in Douglas County and State of Kansas, to-wit:

Lot Twenty-Two (22), in Block Four (4), in Edgewood Park, an addition to the City of Lawrence.

It is specifically understood and agreed by and between the parties hereto, that this mortgage is inferior to one certain first mortgage in favor of Capital Federal Savings and Loan Association, dated May 12, 1958, recorded May 22, 1958, in Book 118, Pages 363-5, in the mortgage records of Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.**PROVIDED ALWAYS,** And these presents are upon this express condition, that whereas, said

Larry W. Zornes and Cathleen A. Zornes

have this day executed and delivered one certain promissory note in writing to said

part y of the second part, of which the following payments shall be made: Fourteen (\$14.00) Dollars on the 10th day of September, 1967, and Fourteen (\$14.00) Dollars on the 10th day of each month thereafter except that the entire principal balance and all accrued interest shall be due and payable on the 10th day of September, 1971. Said payments shall be first credited to interest due and the balance of said payments applied to principal, with interest thereon from date at the rate of Six (6) per cent per annum payable monthly.

Now, If said part 1as of the first part shall pay, or cause to be paid, to said part y of the second part its 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, and said part y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1as of the first part have hereunto set theirhand s the day and year first above written.Larry W. Zornes Cathleen A. Zornes
LARRY W. ZORNES CATHLEEN A. ZORNES