

MORTGAGE

11991

(NO. 52C)

BOOK 149

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this _____ day of January, 1968, between
Phil E. Stuart and Eleanor Y. Stuart, husband and wife

of Douglas County, in the State of Kansas of the first part, and
Don Black
of Shawnee County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of
Eight Thousand and no/100 DOLLARS

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
said party of the second part, his heirs and assigns, all the following REAL ESTATE situated in
the County of Douglas and State of Kansas, to-wit:

Lots Three (3) and Four (4) in Block One (1)
in South Hills Addition, an Addition to the
City of Lawrence

Said parties of the first part do hereby covenant and agree that at the
delivery of this instrument they are the lawful owners of the premises
above granted, and seized of a good and indefeasible estate of
inheritance therein, free and clear of all encumbrances except a first
mortgage to Fidelity Investment Company, assigned to Metropolitan
Life Insurance Company, and that they will warrant and defend the same
against all claims whatsoever.

Said parties of the first part hereby agree to pay all taxes assessed on
the premises before any penalties or costs shall accrue on account thereof
and to keep the said premises insured in favor of said mortgagee in
the sum of _____ dollars in some insurance company satisfactory
to said mortgagee.

To Have and To Hold the Same, Together with all and singular, the tenements, hereditaments and appur-
tenances thereunto belonging, or in anywise appertaining, forever.

Provided Always, And these presents are upon this express condition, that whereas said Phil
E. Stuart and Eleanor Y. Stuart have this day executed and delivered
their certain promissory note in writing to said party of the second part, of which the following
is a copy of a portion thereof: First parties shall pay to Second
party "the principal sum of \$8,000.00 with interest from date at a
fluctuating rate to be determined by adding one percent to the rate
of interest which the First National Bank of Topeka, Kansas charges
said Don Black from time to time during the term of this note, such
interest rate of this note to be adjusted at such times as said First
National Bank of Topeka, Kansas, adjusts the rate it charges said
Don Black, it being understood that said Don Black will use and is using
his best efforts to secure the lowest rate possible. The said interest
on said note shall be payable at Don Black's Topeka address or at
such other place as the holder may designate in writing in quarterly
installments of interest due to date. Quarterly interest payments
shall be due commencing on the 25th day of April, 1968, and on the 25th
day of each month thereafter. No principal due hereunder shall be
due until two years from the date of this note at which time the full
note shall be due and payable. Privileges are reserved to pre-pay
all or any part of the total indebtedness at any time without penalty or fee.
Now, if said parties of the first part shall pay or cause to be paid to said party of the second part this
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, and 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 party 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 hand the day
and year first above written.

Executed in the presence of

Witnesses

Phil E. Stuart
Phil E. Stuart
Eleanor Y. Stuart
Eleanor Y. Stuart