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# MORTGAGE

12920

BOOK 150

THIS INSTRUMENT, Made this 29th day of April in the year of our Lord nineteen hundred and Sixty-Eight

by and between Charles W. Hedges and L. Yvonne Hedges, husband and wife, and Alvin D. Haverly and Nancy J. Haverly, husband and wife, and Larry A. Hatfield and Mary Catherine Hatfield, husband and wife, and Arthur L. Wagner and Evelyn L. Wagner, Husband and wife

of the County of Douglas Lawrence, and State of Kansas, parties of the first part, and The First National Bank of Lawrence, Kansas, party of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Hundred Eighty Thousand and no/100----- DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot 13, less the Westerly 5.61 feet; all of Lot 14; and the Southerly 34.45 feet of Lots 6 and 7, all in the Farr Addition, an addition to the City of Lawrence, Douglas County, Kansas (being a rectangular parcel of land fronting 150 feet on West 23rd Street with a depth of 164.45 feet).

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of One Hundred Eighty Thousand and no/100----- DOLLARS,

according to the terms of a certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows: By monthly installments of \$1,175 each, commencing December 1, 1968, and continuing on the first day of each month thereafter, to and including October 1, 1980, and the remaining unpaid principal balance on November 1, 1980, the maturity date of said note.

Provided, however, if the assigned lease to The First National Bank of Lawrence, Kansas, made by the Goodyear Tire & Rubber Company of Akron, Ohio, dated August 24, 1967, to the undersigned be extended pursuant to the option or options of the lessee, said maturity date shall thereupon be extended concurrently with the extension of said lease, but in no event to a date subsequent to November 1, 1995,

to the order of the said party of the second part with interest thereon at the rate of 7.2 per cent per annum, payable monthly on the first day of December, 1968, and as provided, in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at The First National Bank of Lawrence, Kansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten percent interest after maturity.

For Assignment See Book 152 page 361