TATE OF _____KANSAS BE IT REMEMBERED, That on this 30th day of August 19 68 efore me, the undersigned, a _____ Notary Public _____ in and for the County and State aforesaid ame Robert L. Elder , president of Western Home Builders, Inc. a corporation duly organized, incorporated and existing under and y virtue of the laws of Kansas , and Michael L. Jamison etary of said corporation, who are personally known to me to be such officers, and who are personally on to me to be the persons who executed, as such officers, the within instrument of writing on behal id corporation, and such persons duly acknowledged the execution of the same to be the act and deed of conternation. TESTIMONY WHEREOF, I have hereunto set my hand and affixed my <u>Notorial</u> Roy L. Ausell Notary Public, Term expires April 10 19 65 COUNT Recorded September 3, 1968 at 2:19 P.M. Janue Beam Register of Deeds Reg. No. 3,260 Fee Paid \$18.75 MORTGAGE Orane & Co., Ins., Stationers, Office Outflitters, Legal Blanks, Topein, East THIS INDENTURE, Made this 14443 , A. D. 19 68,, between Mary N. Pharmakidis, formerly Mary N. Stamatiadou, and Angelos V. Pharmakidis, her husband, Douglas nf. County, in the State of Kansas , of the first part. and Merle Smith Douglas of County, in the State of Kansas , of the second part: WITNESSETH, That said part ies of the first part, in consideration of the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) ----d-----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, his heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas , to wit: Lot B, in Block 5, in University Place, an Addition to the City of Lawrence. TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurte thereunto belonging or in anywise appertaining, forever. PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Mary N. Pharmakidis, formerly Mary N. Stamatiadou, and Angelos V. Pharmakidis, have this day executed and delivered their certain promissory note in writing to said part Y of the

second part, of which the following is a cop y !'FOR VALUE RECEIVED, we, the undersigned, promise to pay to the order of Merle Smith the sum of Seven Thousand Five Hundred Dollars \$7,500.00), together with interest at the rate of seven per cent (7%) per annum on the balance remaining unpaid from time to time, principal and interest to be paid as follows: the sum of \$100.00 on or before the <u>3</u> day of October, 1968, and a like sum on the <u>3</u> day of each and every month there following until all of the principal and inter-est hereof are fully paid. Each payment shall be applied first to accrued interest, and the remainder to the reduction of principal. The makers shall have the right to prepare without penalty, from time to time, any portion of the unpaid balance, or all of such unpaid balance. "In the event the makers default in any payment of principal and interest

as the same becomes due and payable and remain in such default for a period of FIFTEEN days, the holder hereof at his option may declare the entire balance of principal and interest immediately due and payable, which the makers shall pay to the holder on demand together with interest on the

amount due at the rate of ten per cent (10%) per annum from date of de-fault until fully paid." The parties of the first part will keep the improvements on said real estate insured against loss from fire and other hazard in an amount that shall not be less than the unpaid balance of said note, and shall file proof of insurance with the party of the second part. In the event parties of the first part fail to pay any premiums of insurance as the same become due party of the second part may pay such premiums, the amount thereof to become part of the unpaid balance of principal of said note.