

115

The Mortgagors hereby agree to pay all taxes assessed on said property before any penalties or costs accrue thereon and also agree to keep said property insured in favor of the Mortgagee in an amount satisfactory to Mortgagee; in default whereof the Mortgagee may pay the taxes and accruing penalties, interest and costs, and may insure the same at the expense of the Mortgagors, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the date of payment thereof become an additional lien under this mortgage on the above described property, and shall bear interest at the rate of Ten Percent (10%) per annum until paid to the Mortgagee.

This mortgage shall be void if all payments are made as provided in said note and in this mortgage. Time is of the essence. If default is made in any such payment, then the whole of the principal secured by this mortgage, with interest, shall become immediately due and payable, at the option of the Mortgagee; and it shall be lawful for the Mortgagee at any time thereafter to take possession of said property and foreclose and sell the same, or any part thereof, in the manner prescribed by law, appraisal of said property and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas being hereby expressly waived by the Mortgagors.

IN WITNESS WHEREOF, the Mortgagors have hereunto subscribed their names on the day and year first above written.

Kenneth J. Holden
Kenneth J. Holden
Louise Holden
Louise Holden
Mortgagors

STATE OF KANSAS)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, that on this 17 day of October 1969, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Kenneth J. Holden and Louise Holden (Husband and Wife) to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



Robert J. Compton
Robert J. Compton
Notary Public

Recorded October 23, 1969 at 9:47 A.M.

Janice Beam Register of Deeds

Reg. No. 4,278

Fee Paid \$2,650.00

Ks. Mtg. Form No. 1 Rev. 4-66

19061
BOOK 155

KANSAS MORTGAGE

THIS MORTGAGE, Made this 20th day of October in the year One Thousand Nine Hundred and Sixty Nine by and between CROSSGATES, INC. a Kansas corporation of the County of DOUGLAS State of KANSAS party of the first part, hereinafter referred to as "Mortgagor" whether one person or more, and CITY BOND AND MORTGAGE COMPANY, a corporation of Kansas City, Missouri, party of the second part, hereinafter referred to as "Mortgagee".

WITNESSETH THAT:

The Mortgagor for and in consideration of ONE MILLION SIXTY THOUSAND AND NO/100

-----Dollars (\$ 1,060,000.00) to him in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Mortgagee and to its successors and assigns forever all of the following described land and improvements thereon situated in the County of Douglas State of Kansas, to-wit:

TRACT 1:

The North 177.94 feet of the West 464.48 feet of Lot 6, in CROSSGATES NO.2, an addition to the City of Lawrence;

TRACT 2:

Lots 5, 6, 7 and 8, in FIRST PRESBYTERIAN CHURCH ADDITION NO. 2 and Replat of Lot 1, Block 1, THE FIRST PRESBYTERIAN CHURCH, an addition to the City of Lawrence; all in DOUGLAS COUNTY, KANSAS.

for Release & mortgage see Book 158 Page 446