

51402

BOOK 105

FORM No. 1112—Class B

LEWIS & CLARK STATIONERY CO., 222 WALSH, KANSAS CITY, MO.

## Kansas Mortgage

This Mortgage, Made this 27th day of January in the year of Our Lord One Thousand Nine Hundred Fifty four by and between

PETER W. WARNOCK and ELIZABETH C. WARNOCK, husband and wife, of the County of Douglas and State of Kansas part les of the first part, and MISSOURI STATE CREDIT UNION part y of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of FIVE THOUSAND AND NO/100 -----DOLLARS, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, ha ve granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, and to its successors and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lots 77, 79 and 81 on Fremont Street, in Baldwin City, in Douglas County, Kansas.

Subject to reservations, restrictions and easements of record.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said part y of the second part, and to its heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

### WHEREAS,

the said parties of the first part have this day made, executed and delivered to the said part y of the second part their Promissory Note of even date herewith, the contents of which are as follows:

## REAL ESTATE NOTE

\$ 5,000.00

January 27 1954

FOR VALUE RECEIVED, we, the undersigned, jointly and severally promise to pay to the order of MISSOURI STATE CREDIT UNION, at its office in Kansas City, Missouri

the sum of FIVE THOUSAND ----- and 00 dollars

with interest from date at the rate of 6 per cent per annum in monthly installments as follows: 55.52 dollars on the

1st day of April 1954, and 55.52 dollars on the 1st day each suc-

ceeding month thereafter until the whole sum named is fully paid. Each installment shall be first applied in payment of the interest and then on the unpaid balance of the principal sum.

If default is made in the payment of any installment when due, then all the remaining installments shall, at the option of the legal holder hereof, become due and payable at once without notice.

The maker reserves the right to pay two or more installments on any installment-payment date, but any amount so paid in advance of any matured installment shall be applied as payment on the principal of this note. This note, all installments, and all past due interest shall bear interest after maturity at the rate of eight per cent per annum.

If this note or any part hereof is not paid promptly at maturity in accordance with the terms hereof, or after this note is declared due and payable, at the option of the holder, as herein provided, and if this note is placed in the hands of an attorney for collection, the undersigned jointly and severally agree to pay an additional sum equal to twenty per cent of the amount due hereunder, or the sum of \$50.00, whichever sum is the greater, as an attorney's fee.

All endorsers and other parties directly or contingently liable hereon severally waive presentment for payment, demand, protest and notice of non-payment of this note, and agree that the same may, if the holder shall consent, be extended in whole or in part without notice and without releasing any such endorser or other party. This obligation is secured by a validly executed mortgage upon certain real estate, all the terms, covenants, conditions, provisions, stipulations and agreements of which mortgage are hereby made a part

of this instrument to the same extent and with the same effect as if fully set forth herein. /s/ Peter W. Warnock  
/s/ Elizabeth C. Warnock