

MORTGAGE 59343 Book 112 (42B)

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This Mortgage Made this 17 day of April In the year of Our Lord, One Thousand Nine Hundred and Fifty-six, by and between Cora Crisp, a single person, also known as Cora B. Crisp,

of the County of Douglas and State of Kansas, part Y of the first part, and Robert H. Owen d/b/a Alaco Roofing and Siding Co., of Kansas City, Missouri, part Y of the second part

Witnesseth, That said part Y of the first part, for and in consideration of the sum of One and no/100 Dollars and other valuable consideration - - - - - 7Dollars to her in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, has 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 his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:

The West Half of Lot 38 in Addition 10 in that part of the City of Lawrence formerly known as North Lawrence, less tract deeded to Union Pacific Railroad Company as set out in Deed Book 76, page 174, in Douglas County, Kansas.

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 his heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said party of the first part has this day executed and delivered her certain promissory note in writing to the part Y of the second part, for \$ 1,116.48, a copy of which note is hereto attached and made a part hereof.

P. I. L. 8136 B
INSTALLMENT NOTE April 17 1956

At the dates hereinafter mentioned, for value received, I, or We, the undersigned, jointly and severally, promise to pay to the order of

Alaco Roofing and Siding Co.
One Thousand One Hundred Sixteen and 48/100 - - - - - Dollars

the sum of 48 successive monthly installments each of \$ 23.28 commencing on the One day of June 1956 and on the same day of each and every month thereafter until paid in full, with interest at the rate of 6 per cent per annum after maturity, and in the event of default in the payment of any installment the whole amount of this note shall then and there become due at the discretion of the holder thereof. I, or We, agree to pay a "late charge" not to exceed 5% per month for each payment more than fifteen days in arrears, to cover the extra expense involved in following up and handling delinquent payments. The makers, sureties, guarantors and endorsers of this note, jointly and severally, do hereby waive demand, presentment for payment, notice of non-payment and protest, and do each hereby waive notice of and consent to any and all extensions of this note or any part thereof from time to time without notice to us, and hereby waive any and all notice of whatever kind or nature, and waive the exhaustion of legal remedies hereon. And further to secure the payment of said amount, the undersigned hereby jointly and severally irrevocably authorize and empower any attorney of any Court of Record to appear for them, or either of them, in such court at any time hereafter and confer a judgment without process against them or any one of them, in favor of the legal holder of this note, for such sum as may appear to be unpaid and owing thereon, together with interest, costs and reasonable attorney's fees, and to waive and release all errors which may intervene in such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. The makers hereof have made this note to cover payment for alterations, repairs or improvement upon real property belonging to them, and with the execution hereof, have executed and delivered to the payee above named a "Property Owner's Credit Statement" in form provided by the payee.

B.
Cora Crisp
Harry R. Crisp

NEGOTIABLE AND PAYABLE AT
HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF KANSAS CITY, Kansas City, Missouri
WITH EXCHANGE

Now, if said party of the first part, or any one for her, shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according