

61348 500: 114

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 27th day of November in the year of Our Lord, One Thousand Nine Hundred and Fifty-six, by and between Herman R. Collins And
Odessa Collins, his wife,
of the County of Douglas and State of Kansas, parties of the first part, and
Anchor Roofing & Siding Co., Inc., a corporation,
of Kansas City, Missouri, party of the second part

Witnesseth, That said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part and to its successors 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:

Lots 66 and 68, in Block 13, in West Lawrence, an
addition to the City of Lawrence, Douglas County,
Kansas,

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors 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 on this day executed and delivered their certain promissory note in writing to the party of the second part, amounting for \$1,080.00, a copy of which note is hereto attached and made a part hereof.

NOTE

\$ 1,080.00

No. November 27, 1956
(Date)

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay to

Anchor Roofing & Siding Co., Inc.

the sum of One Thousand Eighty and no/100 DOLLARS.
1,080.00 of the designated office of the holder, in 36 consecutive monthly installments of \$ 30.00 each, (except that the final installment shall be the difference between the amount of this note and the sum of the preceding installments), the first to become due and payable Jan 15, 1957

balance of installments to be paid on the same date of each month thereafter, with interest on principal after maturing of entire balance as herein provided at the highest lawful contract rate, and 15% of the principal and interest of this note, or, at the option of the holder, a reasonable sum as due and payable at the option of the holder. The makers, endorsers and guarantors of this note waive presentment for payment, protest, notice of protest, demand for payment, notice of non-payment and declaration of acceleration of payment. If permitted by law, each maker, endorser (except without recourse) and guarantor of this note hereby authorizes any attorney, prothonotary or clerk of court of any court of record to appear in such court, in term time or vacation, at any time after maturity of this note, and waive a jury trial and confess judgment without process in favor of the holder of this note for such amount as may appear to be unpaid thereon, together with costs and attorney's fees, and waive and release all errors which may intervene on any such proceedings and consent to immediate execution upon such judgment, hereby ratifying and affirming all that may be done by virtue hereof. Insofar as permitted by law, each maker, endorser and guarantor of this note expressly waives all right to claim exemption allowed by the Constitution and laws of this or any other state.

Herman R. Collins (In full and in ink)
Odessa Collins (Seal)
Anchor Roofing & Siding Co., Inc. (Seal)
(Seal)

See accompanying return to page 114