

Reg. No. 12,964  
Fee \$22.50

61395 BOOK 114

## MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 3<sup>rd</sup> day of December in the year of Our Lord, One Thousand Nine  
Hundred and Fifty-six, by and between Olaf Vann and Alberta Vann,  
his wife,

of the County of Douglas and State of Kansas, part 105 of the first part, and  
Anchor Roofing & Siding Co., Inc., a corporation,  
of Kansas City, Missouri, part 7 of the second part

Witnesseth, That said part 105 of the first part, for and in consideration of the sum of  
One Dollar and other valuable consideration ~~x Dollars~~  
to them in hand paid by the said part 7 of the second part, the receipt whereof is hereby acknowledged, as ye  
granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said part 7  
of the second part and to its successors ~~xxx~~ 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 East 50 feet of Lot 72, Block 13, in that part of the  
City of Lawrence, known as West Lawrence, 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 7 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  
ha ve this day executed and delivered their certain promissory note in writing to the part 7 of the  
second part, ~~xxxxxx~~ for \$ 1,011.82, a copy of which note is hereto attached  
~~xxxxxx~~ and made a part hereof.

NOTE

No.

1,011.82

12 - 3  
(Date)

19 56

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

Anchor Roofing &amp; Siding Co., Inc.

or order.

the sum of One Thousand Eleven and 82/100 DOLLARS.  
(1,011.82) in 56 consecutive monthly instalments of \$ 20.11 each (except that the final instalment shall be the differ-

ence between the amount of this note and the sum of the preceding instalments), the first to become due and payable February 1, 19 57 balance of  
instalments 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. If any instalment is not paid when due, the entire balance of this note shall become due and payable at the option of the holder. Authorized F.M.A. "late  
charges" (5c per \$) maximum 35% are payable on any instalment more than 15 days in arrears. The makers, endorsers and guarantors of this note waive presentment  
for payment, protest, notice of demand for payment, notice of non-payment, and declaration of acceleration of payment, and agree to pay 25% of the principal  
and interest of this note, or, at the option of the holder, a reasonable sum as attorney's fees if placed in the hands of an attorney for collection after maturity. 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, together with costs and attorney's fees, and waive and release all errors  
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.

SIGNATURES: (IN FULL AND IN INK)

Olaf Vann

(Seal)

B.  
Alberta Vann

(Seal)

(Seal)

Now, if the said parties of the first part  
shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according  
to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either  
of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of  
said sum and interest shall, at the option of said part 7 of the second part, by virtue of this Mortgage, immediately  
become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and  
appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then  
in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said  
taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mort-  
gage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said

for assignment see page 131