

FORM No. 1118-CLASS B

63427 BOOK 116

Deming Stationery Co., 308 Wainwright, Kansas City, Mo.

Kansas Real Estate Mortgage

This Indenture, Made this 6th day of August, A. D. 1951, between Sam Mitchell and Sarah Mitchell, his wife of Douglas County, in the State of Kansas, of the first part, and Bernard Beck & James Corlew, d/b/a Better Living Construction Co. of Jackson County, in the State of Missouri, of the second part:

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of One thousand three hundred fifty-three & no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said parties of the second part, their heirs and assigns, all of following described real estate situated in Douglas County and State of Kansas, to-wit:

~~From Addition to Lot 125 & 126~~

Lot 126 and Lot 128, on Pennsylvania Street, in the City of Lawrence, Douglas County Kansas, also known as 1250 Pennsylvania Street.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said Sam Mitchell and Sarah Mitchell, his wife have this day executed and delivered their certain promissory note in writing to said parties of the second part, of which the following true copy

NOTE

All No.

\$ 1,353.00

Date August 6, 1951

For value received, undersigned, jointly and severally, promise to pay to the order of The Anchor Savings and Loan Association, Kansas City, Kansas, Better Living Construction Co.

Seller, or order, the sum of One thousand three hundred fifty-three & no/100 Dollars in 60 consecutive monthly installments of \$ 22.55 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 on the 10th day of September 19 51. balance of

installments to be paid on the 10th day of each month thereafter until paid, at the office of The Anchor Savings and Loan Association at 731 Minnesota Avenue, Kansas City, Kansas with interest after maturity of entire balance as herein provided at the highest legal rate. Undersigned hereby waive presentment, protest and notice of protest and all benefit of valuation, appraisal and homestead or other exemption laws, and agree to pay all expenses incurred in collection. If any installment hereof is not paid when due, the total amount owing hereof shall become immediately due and payable at the option of the holder hereof. Undersigned agree to pay a late charge of 5c per \$1 with a maximum \$3 late charge on any installment more than 15 days past due.

S/

Sam Mitchell

S/

Sarah Mitchell

NOW, If said parties of the first part shall pay, or cause to be paid, to said parties of the second part their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable, and said parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Sarah Mitchell
Sam Mitchell

See Assignment See Book 116- Page 277