

64236

BOOK 116

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 25th day of October in the year of Our Lord, One Thousand Nine Hundred and Fifty-seven, by and between Benjamin Roberson and Mary

Roberson, husband and wife,

of the County of Douglas and State of Kansas part ies of the first part, and

Continental Builders, Inc., a corporation, of Kansas City, Missouri, part y of the second part

Witnesseth, That said part ies 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 part y 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 part y of the second part and to its successors 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:

South Lawrence, West 125 ft. of Lot 1, Block 3, an addition of land 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 its successors 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 on this day executed and delivered their certain promissory note in writing to the part y of the second part, payable for \$3,382.80 a copy of which note is hereto attached and made a part hereof.

NOTE

All No.

Date October 25, 1957

\$3,382.80

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

Seller, or order, the sum of Three Thousand Three Hundred Eighty-two & 80/100 Dollars in 60 consecutive monthly

installments of \$ 56.38 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 25th day of December, 19 57 balance of

installments to be paid on the 25th 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 at herein provided at the highest legal rate. Undersigned hereby waive presentment, protest and notice of protest and all benefit of valuation, appraisement 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 5¢ per \$1 with a maximum \$5 late charge on any installment more than 15 days past due.

BENJAMIN F. ROBERSON

MARY ROBERSON

Now, if the said parties of the first part, or any one for them,

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 y 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 mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said

Ind Assignment See Book 117-441