

BOOK 116

(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 William Turner and Julia

Turner, husband and wife,

of the County of Douglas and State of Kansas, part 13 of the first part, and

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

Witnesseth, That said part les 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 V 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 V
of the second part and to les and and assigns forever, all of the following described tract one piece
of land lying and situated in the County of Douglas and State of Kansas, to-wit:

Lot 133, New York Street, ~~600-698-6666-600-6666-6666~~ Douglas County, Lawrence, Kansas

TO HAVE AND TO HOLD the same, with all and singular the rights 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
 ha. VC this day executed and delivered their certain promissory note in writing to the part Y of the
 second part, payable at for \$2,34.00, a copy of which note is hereto attached
 as follows, to-wit: and made a part hereof.

INSTALLMENT NOTE

2,334.00

October 25, 1957

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

the sum of Two Thousand Three Hundred Thirty-four and 00/100 - - - Dollars

in 60 successive monthly installments each of \$ 38.90 commencing on the 25th day of December 1957 and on the same day of each and every month thereafter until paid in full, with interest at the rate of 8 per cent per annum after maturity; and agree that on default in the payment of any installment the whole amount of this note shall then and there become due at the election 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 endorser of this note, jointly and severally, do hereby waive demand, presentment for payment, notice of non-payment and protest, and do 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 whatsoever 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 confess a judgment without process against them or any one or more 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 proceeding, 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.

WILLIAM B. TURNER

LULA TURNER

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

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 mortgage shall be paid by _____.