

64326 BOOK 116

## MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 6th day of November in the year of Our Lord, One Thousand Nine  
Hundred and Fifty-Seven by and between Ernest Harris

of the County of Douglas and State of Kansas part Y of the first part, and  
Continental Builders, Inc., a corporation,  
of Kansas City, Missouri part Y of the second part

Witnesseth, That said part Y of the first part, for and in consideration of the sum of  
One Dollar and other valuable consideration Douglas  
to Douglas 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:

#8140, Lot 24, Block 3, Belmont, an addition to  
the city of Lawrence



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 party of the first part  
have this day executed and delivered his 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.

## INSTALLMENT NOTE

\$ 3,382.80

November 6, 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 Three Thousand Three Hundred Eighty-Two & 80/100 Dollars

in 60 successive monthly installments each of \$ 56.38 commencing on the 6th day of January 1958  
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 endorsers of this note, jointly and severally, do hereby waive demand, presentment for  
payment, notice of non-payment and protest, and do each 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 con-  
fess 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 rat-  
ifying 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 belong-  
ing 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.

Ernest Harris

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