

64359 BOOK 117

MORTGAGE

(42)

AND FIRST TRUST CO., KANSAS CITY, KANS.

This Mortgage Made this 12 day of November in the year of Our Lord, One Thousand Nine Hundred and Fifty-Seven by and between Lawrence Unfred and

Evelyn Unfred, 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 V 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 ~~DOLLAR~~
 to them in hand paid by the said part V 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 V
 of the second part and to its successors heirs and assigns forever, all of the following described tract 1 piece
 and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:

Lots 37, 38, and 39 in Walnut Park a subdivision
of part of addition number three in the city of
Lawrence, Kansas, known as North Lawrence

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said
 part V 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 this day executed and delivered their certain promissory note in writing to the part V of the
 second part, ~~for \$3,382.80~~ for \$3,382.80, a copy of which note is hereto attached and
~~made a part hereof.~~

INSTALLMENT NOTE

November 12, 1957

\$3,382.80

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 and 80/100 Dollars

60 successive monthly installments each of \$ 56.38 commencing on the 12 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-
 sume 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.

Lawrence Unfred

Evelyn Unfred

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

See Assignment in Book 117 Page 778