

64387

BOOK 117

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this fourteenth day of November in the year of Our Lord, One Thousand Nine Hundred and Fifty-seven, by and between Clarence Payne and Frances Payne, 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 Delays to them in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, ha VE 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 here 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:

~~Lawrence, Addition 11 North, Lot 20, an addition of land~~
~~County, Kansas~~

North half of lot 20 in addition number 11 in that part of the city of Lawrence 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 Y of the second part, and to its successors here 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 VE 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

INSTALLMENT NOTE

\$3382.80

November 14, 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 and 80/100 Dollars

in 60 successive monthly installments each of \$ 56.38 commencing on the 14 day of January, 1958 and on the same day of each subsequent month thereafter until paid in full, with interest at the rate of 8 per cent per annum after maturity; and after the expiration of the term of 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 maker, 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 the attorney of any Court of Record to appear for them, or either of them, in such court at any time hereafter and cause 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.

CLARENCE T. PAYNE

FRANCES PAYNE

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