

64474

BOOK 117

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this Twenty-seventh 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 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 ~~XXXXXX~~

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 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:

Lots 37, 38, and 39 in Walnut Park, a sub-division
of part of addition No. 3 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 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 this day executed and delivered their certain promissory note _____ in writing to the part Y of the
second part, wherein for \$650.00, a copy of which note is hereto attached and
wherein made a part hereof.

INSTALLMENT NOTE

\$650.00

November 27 19 57

As the said hereinafter mentioned, for value received, I, or We, the undersigned, jointly and severally, promise to pay to

Continental Builders, Inc.

Six Hundred Fifty and 00/100 Dollars, payable at 8% interest

_____ monthly installments each of \$ 56.38 commencing on the on demand 19 _____
the _____ day of _____ and every month thereafter until paid in full, with interest at the rate of 8 per cent per annum after
the _____ day of _____ in payment of any installment the whole amount of this note shall then and there become
due to the holder thereof.

It is further agreed that in the event of any "late charge" not to exceed 5% per month for each payment more than fifteen days in arrears, to
be paid by the borrower, and that the lender shall be relieved by following up and handling delinquent payments.

The undersigned hereby warrant and endorse 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 and pay the same when due, and in case of default, to consent to immediate execution upon such judgment, hereby rat-
ifying and confirming the same.

It is further agreed that the undersigned hereby jointly and severally irrevocably authorize and
empower the lender or its assigns to appear for them, or either of them, in such court at any time hereafter and con-
stitute the undersigned as their attorneys-in-fact, in favor of the legal holder of this note, for such sum
as may be necessary to enforce the same, together with interest, costs and reasonable attorney's fees, and to waive and
consent to immediate execution upon such judgment, hereby ratifying and confirming the same.

It is further agreed that the undersigned hereby jointly and severally irrevocably authorize and
empower the lender or its assigns to appear for them, or either of them, in such court at any time hereafter and con-
stitute the undersigned as their attorneys-in-fact, in favor of the legal holder of this note, for such sum
as may be necessary to enforce the same, together with interest, costs and reasonable attorney's fees, and to waive and
consent to immediate execution upon such judgment, hereby ratifying and confirming the same.

Lawrence Unfred

Evelyn Unfred

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