

65274

BOOK 117

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 3rd day of MARCH in the year of Our Lord, One Thousand Nine Hundred and Fifty-eight, by and between William C. Ellis and Jennie B. Ellis, nee Jennie Winn, husband and wife,

of the County of Douglas and State of Kansas, parties of the first part, and Anchor Roofing & Siding Co., Inc., a corporation, of Kansas City, Mo., 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 ~~xxx Dollars~~ to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, he ya 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 ~~xxx~~ 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:

Lot 147 on New Jersey Street in the City of Lawrence, Douglas County, Kansas.

Grantor Jennie B. Ellis states that she was formerly married to Claude Winn that said Claude Winn is dead and that at the time of his death they were husband and wife and were never divorced the one from the other, and that she is now married to William C. Ellis.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors ~~xxx~~ 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 ya this day executed and delivered their certain promissory note in writing to the part y of the second part, ~~xxxxxx~~ for \$ 1,080.00, a copy of which note is hereto ~~xxxxxx~~ attached and made a part hereof.

NOTE

\$ 1,080.00

No. MARCH 3 19 58
(Date)

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay to

Anchor Roofing & Siding Co., Inc.

(Seller)

or order;

the sum of One Thousand Eighty and no/100 DOLLARS.

at the designated office of the holder, in 36 consecutive monthly installments of \$ 30.00 each, (except that the final installment shall be the difference between the amount of this note and the sum of the preceding installments), the first to become due and payable MAY 1st 19 58 balance of installments to be paid on the same date of each month thereafter, with interest on principal after maturity of entire balance as herein provided at the highest lawful contract rate and 1% of the principal and interest of this note, or, at the option of the holder, a reasonable sum as attorney's fees if placed in the hands of an attorney for collection after maturity. If any installment is not paid when due, the entire balance of this note shall become due and payable at the option of the holder. The maker, endorser and guarantors of this note waive presentment for payment, protest, notice of protest, demand for payment, notice of non-payment and declaration of acceleration of payment. If permitted by law, each maker, endorser (except without recourse) and guarantor of this note hereby authorizes any attorney, prothonotary or clerk of court of any court of record to appear in such court, in term time or vacation, at any time after maturity of this note, and waive a jury trial and confess judgment without process in favor of the holder of this note for such amount as may appear to be unpaid thereon, together with costs and attorney's fees, and waive and release all errors which may intervene on any such proceedings and consent to immediate execution upon such judgment, hereby ratifying and affirming all that may be done by virtue hereof. Insofar as permitted by law, each maker, endorser and guarantor of this note expressly waives all right to claim exemption allowed by the Constitution and laws of this or any other state.

Signatures: (In full and in ink)

William C. Ellis

(Seal)

Jennie B. Ellis

(Seal)

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