

## INSTALLMENT NOTE

\$ 2,435.40

14,219

19 58

At the dates hereinafter mentioned, for value received, I, or We, the undersigned, jointly and severally, promise to pay to the order of Alco Roofing and Siding Co.

the sum of Two Thousand Four Hundred Thirty-five and 40/100 -----Dollars

in 60 successive monthly installments each of \$ 40.59 commencing on the 30 day of May 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 confess 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.

Eugene E. Higgins

Fleeta

M. Higgins

Mary E. Poeverlein

John Shurman Ray

Fleeta

Anna Ray

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

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

foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon foreclosure of this Mortgage, or in case of default in any of the payments herein provided for, the part Y of the second part, his heirs and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said part ies of the first part, their heirs and assigns, and all persons claiming under them. And the said part ies of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of 2,435.40 Dollars, for the benefit of said part Y of the second part; and in default thereof said part Y of the second part may effect said insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said part Y of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand s the day and year first above written.

Executed and delivered in presence of

X Mary E. Poeverlein (SEAL)X John Shurman Ray (SEAL)X Fleeta Anna Ray (SEAL)X Eugene E. Higgins (SEAL)X Fleeta M. Higgins (Seal)State of Kansas, County of Douglas

BE IT REMEMBERED, that on this 10 day of April A. D. 19 58, before me, the undersigned, a notary public in and for said County and State, came Eugene E. Higgins and Fleeta M. Higgins, husband and wife, Mary E. Poeverlein a single woman, and John Shurman Ray and Fleeta Anna Ray, husband and wife,

who are personally known to me to be the identical person s described in, and who executed the foregoing Mortgage; and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above

My commission expires

March 13

19

Vivian J. Moon

Notary Public.

Vivian J. Moon.

Harold A. Brack - Reg. Public Wilson, Deputy Register of Deeds