

68172 BOOK 120

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 15<sup>th</sup> day of December 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, part ies of the first part, and Anchor Roofing & Siding Co., 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 Thousand Four Hundred Ninety-two and 92/100 Dollars to them in hand paid by the said part V 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 V 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:

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

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

ha ve this day executed and delivered their certain promissory note in writing to the part V of the second part, for \$1,492.92, a copy of which note is hereto attached and made a part hereof.

PROMISSORY NOTE

1492.92

Dated December 18

58

For Value Received, WE promise to pay to the order of

Anchor Roofing & Siding Co., Inc.

(Design or Contract)

at the main office of FIRST BANK CREDIT CORPORATION, or as designated by the holder hereof,

the sum of Fourteen Hundred Ninety-two and 92/100 Dollars

payable in 36 equal successive monthly installments of \$ 41.47 each (except the final installment, which shall be the balance then due on this note), the first installment to be paid two months from date hereof and subsequent installments on the same day of each month thereafter, until paid in full.

Should any installment become more than 10 days past due, a late charge of \$5 for each 31.00 of the installment shall be paid by the undersigned. I warrant by law, the shall not exceed \$3.00 in respect of any one installment. Upon default in the payment of any installment, the entire unpaid balance must, at the option of the holder hereof, be declared immediately due and payable, with interest at the highest lawful Contract Rate after maturity until paid, and in the event this note is placed with an attorney for collection, the undersigned agrees, in the event provided by law, to pay all collection costs charged, including reasonable attorney's fees.

PLEASE PRINT MAILING ADDRESS

1305 NEW JERSEY

(Number and Street or R. F. D.)

LAWRENCE

KANSAS

(City)

(Zone)

(State)

REVISED 7-37

WILLIAM C. ELLIS

(Signature)

JENNIE B. ELLIS

(Signature of wife or husband)

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 V 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

See Book 120-455  
Book 125-559

PROMISSORY NOTE