

68191 BOOK 120

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 8th day of December in the year of Our Lord, One Thousand Nine Hundred and Fifty-eight, by and between Laurice R. Crum and

Mary Louise Crum, husband and wife,

of the County of Douglas and State of Kansas, part 1a of the first part, and

Albert Kops d/b/a Kansas City Siding Co., of Kansas City, Missouri,

part Y of the second part

Witnesseth, That said part 1a of the first part, for and in consideration of the sum of One Dollar and other valuable consideration ~~XXXXXX~~ \$1.00 to them in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, he ~~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 his 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 6 and 7, Wilder's Addition, an addition to the City of Lawrence, Douglas County, Kansas.

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 his 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 Y of the second part, ~~XXXXXX~~ for \$4,725.00, a copy of which note is hereto attached and made a part hereof.

\$ 4,725.00

No. Dec. 8- 1958
(Date)

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay in lawful money of the United States to the order of

Kansas City Siding Co.
(Seller)

the sum of Four Thousand Seven Hundred Twenty-five and no/100 DOLLARS.

at the designated office of the holder, 60 consecutive monthly instalments of \$ 78.75 each, (except that the final instalment shall be the difference between the amount of this note and the sum of the preceding instalments), the first to become due and payable on the 4th day of Feb 1959
(check which)

balance of instalments to be paid on the same date of each month thereafter, with interest on principal after maturing of entire balance as herein provided at the highest lawful contract rate, and 15% 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 instalment is not paid when due, the entire balance of this note shall become due and payable at the option of the holder. The makers, endorsers, 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)

Laurice R. Crum (Seal)

Mary Louise Crum (Seal)

(Seal)

Select by check mark 'x' due date which will fit customer's income period and allow several days mailing time.

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

For assignment see Book 120-457
For Release of Mortgage see Book 134 Page 359