

68904 BOOK 121

FORM No. 1114-Case 1

Dempsey Stationery Co. 221 Walnut St. Kansas City, Mo.

Kansas Real Estate Mortgage**This Indenture, Made this** 26th **day of February**, A. D. 1959, **between**

Dorothy Marshall and Edith Cool,

of Douglas County, in the State of Kansas, of the first part,

and Standard Home Improvement Company

of Jackson County, in the State of Missouri, of the second part:

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum**of** Five Thousand Three Hundred Thirty-one----- **DOLLARS,****the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey****unto said party of the second part, its heirs and assigns, all of following described real****estate situated in** Douglas **County and State of Kansas, to-wit:**

Lot 92 in Fairfax Addition, an Addition to the City of Lawrence, said deed being recorded in Deed Book 151, Page 140; and Lot 93, in Fairfax Addition, an Addition to the City of Lawrence, said deed being recorded in Book 156, Page 342.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said

Dorothy Marshall and Edith Cool

have this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a true copy:

INSTALLMENT NOTE

\$ 5331.15

February 26, 1959

At the dates hereinafter mentioned, for value received, ~~I, We~~ We, the undersigned, jointly and severally, promise to pay to

the order of Standard Home Improvement Companythe sum of Five Thousand Three Hundred Thirty-one and 15/100 ----- **DOLLARS**

in 60 successive monthly installments each of \$88.35 commencing on the 26th day of April, 1959 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.

/s/ Dorothy Marshall

/s/ Edith Cool

NEGOTIABLE AND PAYABLE AT~~HOSEA SAVINGS AND INVESTMENT CO. OF KANSAS CITY, KANSAS CITY, MISSOURI~~~~NEW BRANCH BANK~~

Standard Home Improvement Company

501 Westport Road, Kansas City, Missouri