

Reg. No. 15,190

Fee Paid \$4.50

69888 BOOK 122

**MORTGAGE**

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 28<sup>th</sup> day of May in the year of Our Lord, One Thousand Nine Hundred and Fifty-nine, by and between Julio Garcia, a single person,

of the County of Douglas and State of Kansas, part Y of the first part, and

Anchor Roofing & Siding Co., Inc., a corporation, of Kansas City, Missouri, .

part Y of the second part

Witnesseth, That said part Y of the first part, for and in consideration of the sum of \$1,800.00 to him in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, he S granted, bargained, sold, and conveyed, and by these presents do ES grant, bargain, sell and convey unto the said part Y of the second part and to its successors 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 37 and 39 on New Jersey Street, in the Original Townsite of 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 its successors and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said party of the first part he S this day executed and delivered his certain promissory note in writing to the part Y of the second part, XXXXXX for \$1,800.00, a copy of which note is hereto attached and made a part hereof.

\$ 1,800.00

No.

MAY 28

(Date)

19 59

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

**Anchor Roofing & Siding Co., Inc.**

the sum of One Thousand Eight Hundred and no/100 DOLLARS,

at the designated office of the holder, in 36 consecutive monthly installments of \$50.00 each, (except that the first 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 on the ☐ 5th ☒ 10th ☐ 15th ☐ 20th day of JULY 1959

balance of installments 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. 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. In the event of default for a period of more than 10 days in payment of any installment, the undersigned shall be liable to holder for a late charge of 5¢ for each dollar of such defaulted installment and in an event not prohibited by the law of jurisdiction where this note is made. 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, and agree to pay 25% of the principal 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 permitted by law, each maker, endorser (except without recourse) and guarantor of this note hereby authorizes any attorney, probatory 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 unless 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)

Julio Garcia

(Seal)

(Seal)

(Seal)

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

Now, if the said party of the first part, or any one for him, 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