

75601 BOOK 126

FORM No. 1118-CL-60-8

Dumas Stationery Co. 401 Walnut St., Kansas City, Mo.

Kansas Real Estate Mortgage

This Indenture, Made this 5th day of December, A. D. 1960, between
Horace G. Whittington and Ruth S. Whittington, husband and wife,

of Douglas County, in the State of Kansas, parties, of the first part,
and Home Savings Association of Kansas City - - - - -

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

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum
of One Dollar and other valuable considerations - - - - - 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 Two (2), in Block Three (3), in Belle Haven South,
an Addition to the City of Lawrence, as shown on the
recorded plat in Plat Book 5, page 9, recorded the 1st
day of July, 1957.

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

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said
Horace G. Whittington and Ruth S. Whittington, husband and wife,

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 copy:

NOTE

\$ 4,312.92

December 5, 1960

FOR VALUE RECEIVED, the undersigned as principals, jointly and severally promise to pay

HOME SAVINGS ASSOCIATION OF KANSAS CITYthe sum of **FOUR THOUSAND THREE HUNDRED TWELVE AND 92/100** DOLLARS,

(\$4312.92) in 60 consecutive monthly installments of \$ 71.89 each (except that the final 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, 19. balance of installments to be paid on the same date of each month thereafter, with interest on principal after maturity 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 fee if placed in the hands of an attorney for collection after maturity. 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. Authorized FRA "late charges" (1% per \$1, maximum \$5) are payable on any installment more than 10 days in arrears. The maker, endorser 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, notary 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 confide 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 fee, 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.

PROMISSORY NOTE PAYABLE AT THE

Home Savings Association
of Kansas City

1000 Grand Avenue — Kansas City, Missouri

SIGNATURES (IN FULL AND IN INK)

Horace G. Whittington

Ruth S. Whittington

(Seal)

(Seal)

(Seal)