

76799 BOOK 127

FORM NO. 1115 CLASS E

Deed of Conveyance Co., 211 Walnut, Kansas City, Mo.

Kansas Real Estate Mortgage

This Indenture, Made this 9th day of February, A. D. 19 61, between

JAMES EVERETT HULTZ and ODESSA HULTZ, husband and wife

of DOUGLAS County, in the State of KANSAS, of the first part,

and U-COMPLETE HOMES, INC.

of JACKSON County, in the State of MISSOURI, of the second part:

WITNESSETH: THAT SAID PART IES OF THE FIRST PART, in consideration of the sum of Six Thousand Two Hundred Sixteen and 00/100 - - - - - DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said part y of the second part, its heirs and assigns, all of following described real estate situated in DOUGLAS County and State of Kansas, to-wit:

The East half of Lot Twenty-Three (23) on Ash Street, in SIMPSON'S SUBDIVISION in that part of the City of Lawrence, formerly known as North Lawrence.

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

JAMES EVERETT HULTZ and ODESSA HULTZ, husband and wife

ha ve this day executed and delivered their certain promissory note in writing to said

party of the second part, of which the following is an exact and true copy:

"COPY"

5,216.00

INSTALLMENT NOTE

February 9, 19 61

At the date hereinafter mentioned, for value received, I, or We, the undersigned, jointly and severally, promise to pay to the order of

U-COMPLETE HOMES, INC. 3417 Broadway, Kansas City, Missouri

the sum of Six Thousand Two Hundred Sixteen and 00/100 - - - - -

in 64 successive monthly installments each of \$ 74.00 commencing on the 15th day of April 19 61

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 endorser 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 whatever 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 able 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.

This note is secured by first deed of trust on real estate:

NEGOTIABLE AND PAYABLE AT:
As directed

/s/ James Everett Hultz

/s/ Odessa Hultz

For Satisfaction of Mortgage See Book 153 Page 9