

76846 BOOK 128

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

THIS MORTGAGE, made this 1 day of May, 1961, by and between

Arthur Stanley Frye and Charlotte Frye, his wife

of the County of Douglas and State of Kansas herein called the first part ies, andRobt H. Owen, d/b/a Alaco Roofing and Siding Co., herein called second part y, WITNESSETH:WHEREAS, the first part ies, for and in consideration of the sum of

DOLLARS

to him in hand paid by the said second part y, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said second part y and to his heirs, 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:Lot 18, Block 2, Taylor's Addition, an addition to the City of Lawrence,
Douglas County, Kansas.TOGETHER with all and singular the tenements, easements, hereditaments and appurtenances thereto belonging, and all estate, right, title, interest and claim, either at law or in equity of the first part ies in and to said described real estate and the buildings, structures, improvements and facilities erected and to be erected thereon, and all fixtures, machinery, equipment, implements and apparatus now or hereafter attached to or used in connection with the said described premises.TO HAVE AND TO HOLD the same unto the said second part y, and to his heirs, successors and assigns forever, provided always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:WHEREAS, the said first part ies, has this day executed and delivered a certain promissory note in writing to the said second part y payable at copy attached
a true copy of which is herein attached and made a part hereof as follows, to-wit:

INSTALLMENT NOTE

\$1,141.20

May 1, 1961

At the dates hereinafter mentioned, for value received, I, or We, the undersigned, jointly and severally, promise to pay to the order of Alaco Roofing and Siding Companythe sum of ELEVEN HUNDRED FORTY ONE AND Dollars 20/100in 36 successive monthly installments each of \$ 31.70 commencing on the 1 day of July, 1961 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.

Arthur S. Frye

Charlotte A. Frye

NEGOTIABLE AND PAYABLE AT
HOME SAVINGS ASSOCIATION OF KANSAS CITY, Kansas City, Missouri
WITH EXCHANGE