

Reg. No. 16,764
Fee Paid \$13.00

FORM NO. 111R CLASS K
Kansas Highway Co. 101 Walnut, Kansas City, Mo.

Kansas Real Estate Mortgage

76923 BOOK 128

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

GEORGIA ELLEN HULTZ

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

and U-COMLETE HOMES, INC.

of Wyandotte County, in the State of Kansas, of the second part:

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum

of FIVE THOUSAND TWO HUNDRED AND FIFTY ***** 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:

The west one-half of lot 23 on Ash Street in Simpson's Subdivision of the City of Lawrence, in Douglas County, Kansas.

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

GEORGIA ELLEN HULTZ

has this day executed and delivered her certain promissory note in writing to said

party of the second part, of which the following is a true copy

COPY

INSTALLMENT NOTE

May 9, 19 61

\$5,250.00

At the dates hereinafter mentioned, for value received, I or We, the undersigned, jointly and severally, promise to pay to the order of
U-COMLETE HOMES, INC. 9391 State Avenue-Kansas City 12, Kansas

the sum of **FIVE THOUSAND TWO HUNDRED AND FIFTY DOLLARS**

in **84** successive monthly installments each of \$ **62.50** commencing on the **21** day of **June** 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 copies 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 maker, 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 non-payment, 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 unless 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.

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

NEGOTIABLE AND PAYABLE AT:
as directed

Georgia Ellen Hultz

For Assignment of Mortgage See Book 128 Page 539
For Satisfaction of Mortgage See Book 153 Page 11