Reg. No. 16,966
Fee Paid $3.75

77788 BOOK 128

MORTGAGE (42) LANE PRINTING CO., KANSAS CITY, KANS.

THIS MORTGAGE, made this 2nd day of August, 19 61 by and between Jacob McKelvey a/k/a Jacob J. McKelvey, and Edith M. McKelvey a/k/a Edward Leroy McKelvey a/k/a ~~and~~ Edith May McKelvey, his wife, and Edward McKelvey and Edwin McKelvey, a/k/a Edwin Lee McKelvey,

of the County of Douglas and State of Kansas herein called the first part ies, and

Anchor Roofing & Siding Co., Inc., a corporation, herein called second part y, WITNESSETH:

WHEREAS, the first part ies, for and in consideration of the sum of $1512.00 DOLLARS to them in hand paid by the said second part y, the receipt whereof is hereby acknowledged, ha ve granted, bargained, sold, and conveyed, and by these presents do ~~xx~~ grant, bargain, sell and convey unto the said second part y and to its ~~heirs~~ ~~xxxx~~, 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 152 in Addition 3 in that part of the City of Lawrence known as North Lawrence, all in Douglas County, State of Kansas.

TOGETHER with all and singular the tenements, easements, hereditaments and appurtenances thereunto 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 its ~~xxx~~ 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, have this day executed and delivered their certain promissory note ___ in writing to the said second part ~~xxxxxxxx~~ ___ a true copy of which is hereto attached and made a part hereof as follows, to-wit:

$ 1512.00 No. ___ August 2 (Date) 1961

FOR VALUE RECEIVED, The undersigned as principals, jointly and severally promise to pay in lawful money of the United States to the order of Anchor Roofing & Siding Co., Inc. (Seller) the sum of One Thousand Five Hundred Twelve and no/100 DOLLARS, at the designated office of the holder, in 60 consecutive monthly instalments of $ 25.20 each, (except that the final instalment shall be the difference between the amount of this note and the sum of the preceding instalments), the first to become due and payable on the 5th (check which) 10th 15th 20th 25th day of September 19 61 balance of instalments 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. If any instalment 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 instalment, the undersigned shall be liable to holder for a late charge for each dollar of each defaulted instalment in an amount 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, prothonotary or clerk 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 confess 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 in 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)

Jacob McKelvey (Seal)

Edith May McKelvey (Seal)

Edward McKelvey (Seal)

Edwin McKelvey (SEAL)

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

NOW, if the said first part ies 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 second part y, 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; or in the event of the actual or threatened waste, demolition or removal of any of the buildings, structures or improvements placed or erected on said premises without the consent of the second part y, or in the event the first part ies shall commit or permit any act to be committed on or against the said property causing the same to be less valuable or causing the security herein provided to be diminished, or in case any complaint or petition in bankruptcy or other bankruptcy proceeding is filed by or against said first part ies, or in the event the first part ies makes an assignment for the benefit of creditors or is adjudged insolvent by any state or federal court of competent jurisdiction, or if condemnation proceeding under any power of eminent domain be instituted against the said described premises, then and in any such events the entire debt remaining secured by this indenture shall at the option of the second part y become at once due and payable; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this Mortgage.

For Assignment of Mortgage see Book 128 Page 537