

Reg. No. 16,967  
Fee Paid \$9.25

**MORTGAGE** (42)

THIS MORTGAGE, made this 22<sup>nd</sup> day of August, 1961, by and between Silas Taylor, a  
single person, 77791 BOOK 128  
of the County of Douglas and State of Kansas, hereinafter called the first part Y, and  
Anchor Roofing & Siding Co., Inc., a corporation, herein called second part Y, WITNESSETH:

WHEREAS, the first part Y, for and in consideration of the sum of \$3723.60  
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  
its 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 158, on New Jersey Street in the City  
of Lawrence, Douglas County, Kansas

Above grantor Silas Taylor states that he was formerly married to Ruth Taylor; that  
she died on the day of, 19    , and that at the  
time of her death they were husband and wife and had never been divorced the one  
from the other and that since her death he has never remarried.

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 Y 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 successors and assigns for-  
ever; provided always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said first part Y, has this day executed and delivered his certain promi-  
sory note in writing to the said second part Y in full  
a true copy of which is hereto attached and made a part hereof as follows, to-wit:

\$3723.60

FOR VALUE RECEIVED, The undersigned as principal, jointly and severally promise to pay in lawful money of the United States to the order of  
Anchor Roofing & Siding Co., Inc.  
the sum of Three Thousand Seven Hundred Twenty-Three and 60/100 DOLLARS,  
at the designated office of the holder, \$0 monthly monthly installments of \$62.06 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 on the 1<sup>st</sup> day of Sept, 1961  
(Check: Whole)  
balance of installments to be paid on the same date of each month thereafter, with interest on principal after maturity of entire balance or herein provided for at the highest lawful contract  
rate. 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. In the event of default for a period of more than  
10 days in payment of any installment, the undersigned shall be liable to holder for a late charge for each dollar of each defaulted installment to an amount not prohibited by the law of  
jurisdiction where this note is made. The holder, endorser and guarantors of this note waive presentment for payment, protest, notice of protest, demand for payment, notice of non-pay-  
ment and declaration of non-payment of payment, and agree to pay 25% of the principal of this note, as at the option of the holder, a reasonable sum on attorney's fee if placed in the  
hands of an attorney for collection after maturity. If permitted by law, such maker, endorser acceptor without recourse and guarantor of this note hereby authorizes any attorney, professional  
firm 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 pro-  
cess or writ of any court of record 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  
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, such  
maker, endorser and guarantor of this note expressly waives all right to other exemption allowed by the Constitution and laws of this or any other state.

Signatures (In full and in ink)  
Silas Taylor (Seal)  
(Seal)  
(Seal)

Select by check mark of the date which will fit customer's business period and allow several days mailing time.

NOW, if the said first part Y, 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 pay-  
able; 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 Y  
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 Y, or in the event the first part Y 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 event 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 538