

Reg. No. 17,139
Fee Paid \$1.50

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

THIS MORTGAGE, made this 25th day of September, 1961, by and between Donald R. Donoho

and Earlene Donoho, husband and wife. **78520** BOOK 129

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

The Perma-Lite Raybern Corporation

herein called second part Y, WITNESSETH:

WHEREAS, the first part iss, for and in consideration of the sum of Five Hundred Fifty Nine and 95/100 DOLLARS to them in hand paid by the said second part Y, the receipt whereof is hereby acknowledged, he Y granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said second part Y and to their 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 9, Block h, Edgewood Park, an addition to 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 with it law or in equity of the first part iss 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 their 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 Y, he Y this day executed and delivered one certain promissory note in writing to the said second part Y payable at _____ a true copy of which is hereto attached and made a part hereof as follows, to-wit:

FHA 16389

copy NOTE

Name Donald R. Donoho

Kansas City, Kansas. Sept. 25, 1961 \$ 559.95

Final Payment Date October 25, 1964

The Perma-Lite Raybern Corp. Undersigned, for value received, jointly and severally, promise to pay to of the holder hereof the sum of Five Hundred Fifty Nine and 95/100 or order, at the designated office

in 36 consecutive monthly installments of \$ 15.57 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 installment to become due November 25, 1961, and the remainder of the installments to be paid on the same date of each month thereafter until this note be fully paid with interest after maturity at the rate of 10% per annum.

The undersigned makers, and co-makers, and the endorsers, guarantors and sureties hereby waive presentment, demand, protest and notice of dishonor and diligence in collection. If any installment hereof is not paid when due, the total amount owing hereon shall become immediately due and payable at the option of the holder hereof. If this note shall not be paid at maturity, and shall be placed in the hands of an attorney for collection, I (we) agree to pay reasonable attorney's fees for collection. Each installment delinquent for more than 15 days, shall bear one delinquency charge of 5% of the installment or \$2.50, whichever is the lesser, at the option of the holder hereof.

Address 1809 Maple,

Name X /s/ Donald R. Donoho

No. 16389

Address Lawrence, Kansas

Name /s/ Earlene Donoho

For Assignment See Book 129 page 342