

TO HAVE AND TO HOLD the same unto the said second party, and to its successors and assigns forever: provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said first party ~~has~~ has this day executed and delivered one certain promissory note in writing to the said second party payable at P. O. Box 1331, Valdosta, Georgia, a true copy of which is hereto attached and made a part hereof as follows, to-wit:

KANSAS

61-10 21 KA

FIRST MORTGAGE NOTE

At Lawrence Kansas September 14th 1961
City State Month Day

FOR VALUE RECEIVED, ~~My~~ We, jointly and severally, promise to pay to the order of MODERN HOMES CONSTRUCTION COMPANY, P. O. BOX 1331, VALDOSTA, GEORGIA, the Sum of Nine Thousand Eighteen, and 24/100 ----- Dollars (\$ 9,018.24), payable in 96

equal installments of \$ 93.94 , first payment due on February 15th , 1962 , and payable thereafter on the same day of each month in monthly installments, as specified hereon, until said whole amount has been paid with interest on each installment from maturity thereof until paid at six per centum (6%) per annum. All payments shall be made at payee's address shown hereon until a different place of payment is designated by the holder in writing, and thereafter all payments shall be made at the last place of payment so designated.

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

This note is secured by Mortgage of ~~each~~ each date executed by the undersigned on certain property described therein and represents money actually used for ~~the~~ the acquisition of said property or the improvements thereon.

The balance or any part of the balance of this note may be paid by the maker(s) hereof on any payment date, without charge or penalty for prepayment.

All parties to this note hereby waive homestead, presentment for payment, demand, protest, notice of protest and notice of dishonor, and all defenses on the ground of extension of time for the payment hereof which may be given by the holder of the note to them or anyone who has assume the payment of this note.

(Signature in ink.)

Buyer

Sign Here

Thomas R. Jackson Jr.

Buyer

Sign Here

Mary Ann Jackson