Reg. No. 17,685 Fee Paid \$18.50

79772 Kansas Mortgage BOOK 130

This Mortgage, Made this 12th day of February in the

year of Our Lord One Thousand Nine Hundred Sixty-two by and between

> Ellsworth Westgate and Joan Westgate, husband and wife of the County

Douglas ---and State of Kansas part jes of the first part, and

J. P. Simon, dbn National Homes Supply part y of the second part, WITNESSETH: THAT SAID PART IES OF THE FIRST PART, for and in consideration of

Lots numbered seventy-eight (78) and Seventy-nine (79) in Media, as shown on the recorded plat of Media in the office of the Register of Deeds, in and for Douglas County, Kansas.

TO HAVE AND TO HOLD the same with all and singular, the hereditant the said part y of the second part, and to executed and delivered upon the following condition his heles and assigns forever, provided always, and this instrument is made,

WHEREAS.

Ellsworth Westgate and Joan Westgate of the first part ha $_{\rm VC}$ this day made, executed and delivered to the said part of the second aryandary for wala

NOTE SECURED BY DEED OF TRUST OR OTHER SECURITY INSTRUMENT

\$ 7.370.16 把 FOR VALUE RECEIVED, the undersigned promises to pay to ... J. P. Simon, dba National Home Supply

....., or at such other place as any holder

19 62 and one installment in

mum legal rate then permitted. In the event of default by the undersigned in the payment of any installment and if such default shall continue for a period of ten days there shall be added to such installment, and the undersigned agrees to pay, a delinquency charge not acceeding 5% of such installment, or 55.00, whichever is less, and not less than 51.00 provided that such delinquency charge shall be payable only once on any installment. In the event the undersigned safet fail fail to notify the holder of any charge shall be payable only once on any installment. In the event the undersigned safet any default in paying any installments due hereunder, the undersigned agrees to pay reasonable coard collection. In the event that this note is Should default be made in the payment of any installment the then holder of this note at said holder's option may declar all the remainder of said debt due and payable. Any failure to exercise said option shall not constitute a waiver of the said right at any other time by that holder, or any subsequent holder. This note is secured by a Deed of Trust or other

X Selleworth Westgate