

Form No. 195—Class K

Demaree Stationery Co., 908 Walnut, Kansas City, Mo.

 This Note is Secured by Mortgage on
 Lot 21, SPENCER HEIGHTS, a sub-
 division in Lawrence, Douglas
 County, Kansas.

\$3,203.10

COPY

COPY

Lawrence, Kansas, October 26 1962

SIXTY DAYS

after date we promise to pay to
or order
Dollars

LOGAN-MOORE LUMBER COMPANY

THREE THOUSAND, TWO HUNDRED THREE and 10/100

at office of Logan-Moore Lumber Company, 1011 North 3rd Street,
Lawrence, Kansas.

For value received, with interest thereon at 8 per cent per annum from date

until paid, interest payable semi annually.

No.

Due

COPY

Joseph W. McCoskrie

Isabel A. McCoskrie

NOW, If the said JOSEPH W. MCCOSKRIE and ISABEL A. MCCOSKRIE, husband and wife 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 party of the second part or assigns, 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 upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its successors, assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Twenty-Nine Thousand and no/100 Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof said JOSEPH W. MCCOSKRIE and ISABEL A. MCCOSKRIE are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, their heirs and assigns forever, against the lawful claim of all persons whomsoever, except as above stated.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Executed and delivered in presence of

Joseph W. McCoskrie

Isabel A. McCoskrie

STATE OF KANSAS,

County of Douglas,

day of October

BE IT REMEMBERED, That on this 31st

A. D. 1962, before me the undersigned, a Notary Public

in and for the County and State aforesaid, came Joseph W. McCoskrie and Isabel A. McCoskrie his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

Term expires March 23rd,

1964

Notary Public.

Recorded October 31, 1962 at 3:30 P.M.

Register of Deeds