

85022

BOOK 135

Kansas Real Estate MortgageThis Indenture, Made this 18th day of July, A. D. 1963, between

Ida Holden, a single person

of Douglas County, in the State of Kansas, party of the first part,and Home Savings Association of Kansas Cityof Jackson County, in the State of Missouri, party of the second part:

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum

of One dollar and other valuable considerations DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey

unto said party of the second part, its successors, heirs and assigns, all of the following described real

estate situated in Douglas County and State of Kansas, to-wit:

The East 44 feet of Lot 13, Block 1,
 HOMWOOD GARDENS, an addition in Lawrence,
 Douglas County, Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances therunto belonging or in any way appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said

Ida Holden, a single person

has this day executed and delivered her certain promissory note in writing to said

party of the second part, of which the following is a copy:

INSTALLMENT NOTE

\$ 1266.00

At the dates hereinafter mentioned, for value received, I, or We, the undersigned, jointly and severally, promise to pay to the order of

HOME SAVINGS ASSOCIATION OF KANSAS CITY

the sum of One Thousand Two Hundred Sixty-Six Dollars and 00/100

in 60 successive monthly installments of \$ 21.10, each (except that the final installment shall be the difference

between the amount of this note and the sum of the preceding installments), commencing on the 30th day of October 1963, and on the same day of each and every month thereafter until paid in full, with interest at the rate of 8 per cent per annum after maturity, and agree that on default in the payment of any installment the whole amount of this note shall then and there become due at the election of the holder thereof.

I, or We, agree to pay a "late charge" not to exceed 5% per month for each payment more than ten days in arrears, to cover the extra expense involved in following up and handling delinquent payments.

The makers, sureties, guarantors and endorsers of this note, jointly and severally, do hereby waive demand, presentment for payment, notice of non-payment and protest, and do each hereby waive notice of and consent to any and all extensions of this note or any part thereof from time to time without notice to us, and hereby waive any and all notice of whatsoever kind or nature, and waive the exhaustion of legal remedies hereon.

And further to secure the payment of said amount, the undersigned hereby jointly and severally irrevocably authorize and empower any attorney of any Court of Record to appear for them, or either of them, in such court at any time hereafter and confess a judgment without process against them or any one or more of them, in favor of the legal holder of this note, for such sum as may appear to be unpaid and owing thereon, together with interest, costs and reasonable attorney's fees, and to waive and release all errors which may intervene in such proceeding; and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

x Ida Holden
 Ida Holden

NEGOTIABLE AND PAYABLE AT OFFICE
 OF THE HOLDER HEREOF

Ivan Heflery