

**MORTGAGE**

86413 BOOK 136

This Mortgage Made this 30<sup>th</sup> day of October in the year of Our Lord, One Thousand Nine Hundred and Sixty-three by and between Willard L. Hodge

Melva K. Hodge, his wife,

party of the first part, and

Sydney Mann, d/b/a Home Improvement Company

party of the second part

\$3766.80 Witnesseth, That said party of the first part, for and in consideration of the sum of Dollars

to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to his heirs 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 15 in Block 7, in Sunset Hill Estate  
Subdivision, an addition to the City of  
Lawrence, Douglas County, Kansas.

**INSTALLMENT NOTE**

\$ 3766.80

October 30 19 63

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

Home Improvement Company

the sum of Three Thousand Seven Hundred Sixty-Six and 80/100 Dollars

in 60 successive monthly installments of \$ 62.78 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 15<sup>th</sup> day of Jan 19 64 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 herein.

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.

Willard L. Hodge

NEGOTIABLE AND PAYABLE AT OFFICE  
OF THE HOLDER HEREOF

Melva K. Hodge

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said party of the first part has this day executed and delivered his certain promissory note in writing to the party of the second part, a copy of which note is hereto attached and made a part hereof.

In Assignment of Mortgage See Book 136 Page 210