

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

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

John Curtis and Florence May Curtis

have this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following is a copy:

INSTALLMENT NOTE

\$4611.80

October 25, 1965

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

the sum of Four thousand six hundred eleven Dollars and sixty cents-----

in 60 successive monthly installments of \$76.86 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 25 day of Dec 1965 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 endorser 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.

NEGOTIABLE AND PAYABLE AT OFFICE OF THE HOLDER HEREOF

X John Curtis
X Florence May Curtis

Now, if said parties of the first part shall pay, or cause to be paid, to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

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

X John Curtis
X Florence May Curtis
Florence May Curtis

STATE OF KANSAS,

County of Jackson, ss. BE IT REMEMBERED, That on this 25th day of October, A. D. 1965, before me the undersigned, a Notary Public in and for the County and State aforesaid, came John Curtis and Florence May Curtis, 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 aforesaid.

Term expires My Commission Expires May 12, 1967

Thompson W. Baker, Notary Public.

Recorded December 16, 1965 at 11:20 A.M.

Janice Beem, Register of Deeds