

341

Reg. No. 1,466 341  
Fee Paid \$4.00

BOOK 144  
**CONDITIONAL SALE CONTRACT & REAL ESTATE MORTGAGE**  
6095

1-ORIGINAL (To be mailed to Office)  
**UNION GAS SYSTEM, INC., Seller**  
Independence, Kansas

**Floyd E. Landreth & Donna L. Landreth**  
Purchaser  
Address **R.R. #2, Box 94, Lawrence, KS.**

The undersigned seller hereby sells, and the undersigned purchaser or purchasers, jointly and severally hereby purchase(s), the following property, delivery and acceptance of which in good order is hereby acknowledged by purchaser, viz:

QUANTITY	NEW OR USED	MERCHANDISE	MODEL NO.	CABINET	SERIAL NO.	MODEL NO.	UNIT	SERIAL NO.
ONE	NEW	Bryant Furnace	125		39456			
ONE	NEW	Bryant Chiller	36		4518			
ONE	NEW	Bryant Coil + Hsp.	36		407			
ONE	NEW	Bryant Condenser Kit						
		Installation & a bore						

Cash Selling Price - - - - - 1,447.<sup>00</sup>  
Cash Payable on or Before Delivery - - - - -  
Trade-in: (Describe: **100,000 (Custom) Air Furnace**) - - - - - 57.<sup>00</sup>  
Unpaid Balance - - - - - 1390.<sup>00</sup>  
Sales Tax - - - - - 33.<sup>25</sup>  
Insurance: Fire, Theft & Windstorm: - - - - -  
Credit Life - - - - -  
Official Fees (if any) - - - - -  
Carrying Charge - - - - - 193.<sup>64</sup>  
**TOTAL TIME BALANCE DUE BY PURCHASER** - - - - - 4617.<sup>39</sup>

Total Time Balance due by the purchaser payable at the office of the seller in **47** installments of \$ **33.96** each, and final installment of \$ **33.96**

Installments are to be paid on the SAME DAY of each successive month.

FIRST PAYMENT DUE **Sept. 1, 1966**

1. Title to said merchandise and any addition or substitution is to remain in seller or assigns until all amounts due are paid in cash. Said merchandise shall remain personal property.
2. Time is the essence of this agreement and if you or your assigns deem yourselves insecure for any reason, or if the undersigned fails to make any of said monthly installment payments, remaining installments may be declared immediately due and payable, and in the event of non-payment the undersigned agrees on demand to return the said merchandise to you or your assigns, and you or your assigns may without notice of demand and without legal process enter into the premises and take possession of said merchandise and make such disposition thereof as may be deemed desirable and all payments made shall be retained as liquidated damages for the use of said merchandise or said merchandise may be sold with or without notice at public or private sale and the proceeds thereof, less expenses, credited upon the amount unpaid and in either event, as liquidated damages for the breach of the contract, purchaser agrees to pay any deficiency not paid at maturity, and the waiver of any default shall not operate as a waiver of successive defaults.
3. Undersigned agrees that if this agreement be assigned, assignee's rights shall be independent of any claim by undersigned against you.
4. No warranties, expressed or implied, representations, promises or statements have been made by seller unless endorsed hereon in writing.
5. Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently. Purchaser hereby waives the right to remove any legal action from the court originally acquiring jurisdiction and waives all homestead and other property exemption laws. Any provision of this contract prohibited by law of any state shall as to said state be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract.
6. The undersigned further agrees to take good care of said merchandise and to report to the company promptly its loss by fire or tornado. In the event of such loss prior to the completion of this contract and while this contract is in good standing, with payments due having been punctually made, the seller will replace the merchandise so lost by casualty with like merchandise, or at the option of the seller, its equivalent in value, provided a charge for premium has been made in space above indicated.
7. The undersigned agrees not to remove such merchandise from **R.R. #2, Box 94, Lawrence, KS.** unless written consent is first obtained of you or your assigns.

8. The undersigned, **Floyd E. Landreth & Donna L. Landreth** husband and wife, mortgage and warrant to Seller the following described real estate situated in **Douglas** County, State of **Kansas** to-wit:  
**Sec 25-13-19 beg 360 ft N 62 1/2 to FHE at SW cor NW 1/4 25-13-19 th N 30 1/2 7 ft th E 140 ft S 302.20 ft th W 140 ft to ft at NW Lot 5, Berg Acres, Douglas County, Kansas**

to secure the payment of TOTAL TIME BALANCE DUE BY PURCHASER all as set out above.

Executed in quadruplicate, one copy of which was delivered to and retained by purchaser, this **July 14** day of **July** 19**66**  
Accepted Date **7-18** 19**66** Purchaser **Floyd E. Landreth** (Seal)  
**Donna L. Landreth**

By **Charmie Boyer**  
UNION GAS SYSTEM, INC., Seller

NOTICE TO BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Under the law you have the right to pay off in advance the full amount due and to obtain a partial refund of the finance charge.

For Release of Mortgage see Book 157 page 542