

INSTALLMENT NOTE

2,980.20

August 22 1970

At the date hereinafter mentioned, for value received, I, or We, the undersigned, jointly and severally, promise to pay to the order of
Anchor Roofing & Siding Co., Inc.

The sum of **Two Thousand Nine Hundred Eighty** Dollars and **20/100 (\$2,980.20)**

in **60** successive monthly installments of \$ **49.67** 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 _____ day of _____ 19____, and on the same day of each and every month thereafter, until paid in full, with interest at the rate of 8 percent 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 maker, 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.

JOHN L. JACKSON

VIRGINIA JACKSON

NEGOTIABLE AND PAYABLE AT OFFICE
 OF THE HOLDER HEREOF

by this mortgage; 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, his heirs, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, 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 the said party of the first part, his heirs and assigns, and all persons claiming under him. And the said party of the first part shall and will at his 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 **Two Thousand Nine Hundred Eighty \$20** dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in his 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 be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

The use of the singular herein shall include the plural and vice versa and the masculine shall include the feminine gender and vice versa where context so requires. Where second party is a corporation the words "him" and "his" shall mean "it" and "its" as context requires.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand _____ the day and year first above written.

Executed and delivered in presence of

John L. Jackson

(SEAL)

Virginia Jackson

(SEAL)

(SEAL)

(SEAL)

Witnessed
 State of ~~Kansas~~ **Kansas**, County of **Jackson**, ss.

BE IT REMEMBERED, that on this **27th** day of **AUGUST**, A. D. 19 **70** before me, the undersigned, a notary public in and for said County and State, came **John L. Jackson and Virginia Jackson**

who is personally known to me to be the identical person described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

Notary Public

Notary Public

My commission expires **Sept 18** 19**73**



Recorded September 14, 1970 at 9:31 P.M.

Janice Beem Register of Deeds