

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

WHEREAS, the said parties of the first part have this day made, executed and delivered to the said parties, of the second parties Promissory Note of even date herewith, by which they promise to pay to the said Howard L. Clark and Madonna Clark or order, for value received -- One Thousand ----- DOLLARS, with interest from July 10 to maturity at the rate of five per cent per annum, ~~as evidenced by Promissory Note, which is to be~~ amortized at \$100.00 per month ~~principal and interest notes are payable until Note is fully paid. Payments are to be made to Mortgagee at 644 Hardesty Avenue, Kansas City, Missouri.~~

NOW, If the said Thomas Z. Clay and Mable Clay shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said parties of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part, their heirs, executors, administrators 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, and all costs and expenses of enforcing the same, as provided by law, 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 said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their 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 buildings 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 One Thousand ----- Dollars, for the benefit of the said parties of the second part may at his option effect such insurance in THE R or his assigns; and in default thereof said parties of the second part may at his option effect such insurance in THE R 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 at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured. AND the said parties of the first part hereby covenant and agree that at the delivery hereof said Howard L. Clark and Madonna Clark the lawful owners of the premises above granted and seized of a good and inde feensible estate of inheritance therein, free and clear of all incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said parties of the second part their heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.
Executed and delivered in presence of
Thomas Z. Clay
Mabel Clay
Mabel Clay

STATE OF KANSAS.
County of Douglas ss. BE IT REMEMBERED, That on this TENTH day of Kansas JULY, A. D. 1957, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Z. Clay and Mabel Clay, Husband and wife personally known to me to be the same person, who executed the within instrument of writing, and such person duly acknowledged the execution of same.
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Notarial seal the day and year first above written.
August 10 1957
Chester G. Jones Notary Public

Recorded July 10, 1957 at 2:50 P.M. Howell A. Beck Register of Deeds

RECEIPT
\$ 1000.00
RECEIVED OF Thomas Z. Clay and Mable Clay the within named mortgagors, the sum of One Thousand and no/100-----DOLLARS, in full satisfaction of the within Mortgage.

Howard L. Clark
Madonna Clark

June 25, 1958
This release was written on the original mortgage
dated 14th day of July 1957
Howell A. Beck
Reg. of Deeds
By James Storch