

65218

BOOK 117

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

This Mortgage Made this 27th day of February in the year of Our Lord, One Thousand Nine Hundred and Fifty Eight by and between

Chester Eidson and Emmerlee Eidson,
husband and wife
of the County of Douglas and State of Kansas part ies of the first part, and

Employees' Credit Union, % Swift and Company part y of the second part

Witnesseth, That said part ies of the first part, for and in consideration of the sum of Five Thousand Dollars to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, ha ye granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said part y of the second part and to their heirs and assigns forever, all of the following described tract 8 piece 8 and parcel 8 of land lying and situated in the County of Douglas and State of Kansas, to-wit:

The East half (E. 1/2) of the Northwest Quarter (n. W. 1/4) of Section Number Thirty-four (34), Township Fourteen (14), Range Twenty-one (21), Douglas County, Kansas

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said part y 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 Chester Eidson and Emmerlee Eidson ha ye this day executed and delivered one certain promissory note in writing to the part y of the second part, payable at Swift and Company, Kansas City, Kansas as follows, to-wit:

Note dated February 27, 1958 for Five Thousand Dollars (\$5,000.00) payable Forty-Four Dollars (\$44.00) each month including interest at Six percent (6%) per annum beginning on March 27, 1958 and each month thereafter, until paid in full.

Now, if the said Chester Eidson and Emmerlee Eidson, husband and wife 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 part y of the second part, 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 said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said