

78923 BOOK 130

FORM NO. 1112-CLASS E

Deanna Stationery Co. 323 Walnut Kansas City, Mo.

## Kansas Mortgage

This Mortgage, Made this Twenty-first day of November in the  
year of Our Lord One Thousand Nine Hundred Sixty-one by and between  
Ronald Perdue and Betty Perdue, his wife of the County  
of Douglas and State of Kansas parties of the first part, and  
Joseph P. Simon D/B/A National Home Supply part of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of  
the sum of Twenty-eight Hundred Fourteen & 39/100-----DOLLARS,  
to him in hand paid by the said party of the second part, the receipt whereof is hereby  
acknowledged, have granted, bargained, sold and conveyed, and by these presents do they grant,  
bargain, sell and convey unto the said party of the second part, and to his heirs and  
assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the  
County of Douglas and State of Kansas, to-wit:

South 100 feet of Lot 11, in addition number 5, in that part of  
city of Lawrence, known as North Lawrence, Douglas County, Kansas

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

WHEREAS, Ronald Perdue and Betty Perdue, his wife  
the said parties of the first part has this day made, executed and delivered to the said party of the second  
part a Promissory Note of even date herewith, by which we promise to pay to the said  
Joseph P. Simon D/B/A National Home Supply of order, for value  
received Twenty-eight Hundred Fourteen & 39/100-----DOLLARS,  
in WORDS AND FIGURES AS FOLLOWS: (SEE ATTACHED) to maturity at the rate of  
per cent per annum payable semi-annually, as evidenced by

for the sum of \$ each, falling due on the days of and in each year, both  
principal and interest notes are payable at  
and bear interest from maturity until paid at the rate of, per cent per annum, payable semi-annually.

NOW, If the said Ronald Perdue and Betty Perdue, his 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 party 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 part y of the second part,  
his 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 party of the first part, their heirs and assigns, and all persons claiming under them, at which  
sale, appraisal 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 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 Twenty-eight Hundred Fourteen & 39/100 Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance  
in his one 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 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 they hereby covenant and agree that at the delivery hereof said  
Ronald Perdue and Betty Perdue, his wife 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  
will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part  
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 hand 21 the day and  
year first above written.

Executed and delivered in presence of

X Ronald Perdue  
X Betty Perdue

See Correspondence to Book 131 Page 548