

MORTGAGE

16-2-T. W.

Hall Litho. Co., Topeka

50366

BOOK 131

THIS INDENTURE, Made this 23rd day of April

A. D. 1962

between ADAM KAY and BLANCHE C. KAY, his wife,
of Douglas County, in the State of Kansas, of the first part
and MIDWESTERN WHOLESALE DRUG, INC.,
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One
Thousand Two Hundred (\$1200.00) and no DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
said party of the second part, its successors and assigns, all the following described Real Estate,
situated in Douglas County, and State of Kansas to wit:

The NE $\frac{1}{4}$ of Section 2,
Township 13, Range 18

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument
they are the lawful owners of the premises above granted, and seized of a good
and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage to
Metropolitan Life Ins. Co. and that they will warrant and defend the same against all
claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any pen-
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee
in the sum of DOLLARS

in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Adam Kay and Blanche C. Kay, his wife,

have this day executed and delivered a certain promissory note - in writing to said party
of the second part, of which the following is a copy:

FOR VALUE, the undersigned, hereby agree to pay to the order of
MIDWESTERN WHOLESALE DRUG, INC. the sum of One Thousand Two Hundred Dollars
(\$1200.00) in the following manner, to-wit: The sum of \$50.00 on June 1,
1962 and the sum of \$50.00 on the 1st day of each month thereafter until
the entire amount of this note, together with interest at six per cent (6%)
per annum has been paid in full. Interest shall first be deducted from each
payment and the balance applied to reduction of principal. If default be
made in the payment of any installment, then the whole unpaid balance, and
each and every installment unpaid, shall, at the election of the legal holder
hereof, without notice, at once become and be due and payable and shall
draw interest from the date hereof until paid at six percent (6%) per annum.
The undersigned shall have the privilege to pay any amount at any time.

This note is secured by a second mortgage on real estate in Douglas
County, Kansas.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part,
its successors or assigns, said sum of money in the above described note mentioned, together
with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly dis-
charged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or
any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of
every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid
when the same are by law made due and payable, or if insurance premiums are not paid when due, then the
whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the
option of the holder hereof, and said party of the second part shall be entitled to the possession of said
premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
hands the day and year first above written.

Adam Kay
Adam Kay

Blanche C. Kay