KANSAS

## MORTGAGE

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## 81011 BOOK 131

THIS MORTGAGE made this 25th day of June A. D. 19 62 , between

Lloyd A. Hodson and Marie M. Hodson, his wife and Lester L. Hodson and Roberta Hodson

of Douglas County and State of Kansas, party of the first part, and WESTGATE STATE BANK OF KANSAS CITY, KANSAS, a corporation, party of the second part WITNESSETH. That the said party of the first part, in consideration of the sum of

Three thousand five hundred and no/100- - - - - - - - - - - Dollars,

in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm to the said party of the second part, its successors and assigns, all the following described real estate and premises, situated in **Douglas**. County, and State of Kansas, to-wit;

> The South 1/2 of the Southeast 1/4 of Section 8, Township 12 South, Range 19 East of the 6th P.M.

with all improvement thereon and appurtenances thereto belonging, and warrant the title to the same. This mattage is given to secure the payment of the principal sum of \$3,500;00 with interest thereon according to the terms of one certain **Real Estate First Martage Note**, made and delivered by said party of the first part, dated **June 25th**, **1962**, and payable to the order of said party of the second part according to the terms in said note, with interest at the rate of **61** per centum per annum, payable **according to the terms of said note**. Kansas City, Kansas

Said party of the first part agrees to pay all taxes and assessments levied on said premises, and the interest represented by this mortgage lien, and the debt secured thereby, prohptly when due, and all sums necessary to protect the title and possession of said premises, and to keep the buildings on said premises insured against damage by fire in some company accepable to said second party, for not less than \$3,500.00, with loss, if any, payable to the mortgage, as its interest may appear, and on the failure of the party of the first part to perform any of these agreements, the mortgage, its successors and assigns may pay all such sums, and the amounts so paid shall be a lien on said premises collectible in the same manner as the indebtedness hereby secured, with interest at ten per centum per annum.

If default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them, of if any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall, without notice, at the option of the party of the second part, become due and payable, and shall draw interest at ten per centum per annum until fully paid, and said mortgage may be foreclosed, and the above described premises sold, without appraisement, in the manner prescribed by law, to pay all sums due said mostgagee as above set forth, together with taxes, interest and costs.

The foregoing conditions being performed, this mortgage to be void, "otherwise in full force and virtue.

IN WITNESS WHEREOF The party of the first part ha ve hereunto set their hand s the day and year first above written.

Marie M. Hoyo A. Hodson Sester 4. He dren L. Hodson Bablita E. Hodson Roberta Hodson