

86529 BOOK 136

**MORTGAGE**

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

THIS MORTGAGE, made this 24th day of December, 1963, by and between

William D. Myers and Becky S. Myers, husband and wife,

of the County of Douglas and State of Kansas, herein called the first parties, and

Minter Myers and Ada F. Myers, husband and wife, as joint tenants with  
right of survivorship and not as tenants in common, herein called the second parties, WITNESSETH:

WHEREAS, the first parties, for and in consideration of the sum of Eight Thousand and 00/100 (\$8,000.00) DOLLARS to them in hand paid by the said second parties, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said second parties, and to their heirs, successors and assigns forever, all of the following described tract or parcels of land lying and situated in the County of Douglas and State of Kansas, to-wit:

Commencing at a point 140 feet South of the Northwest corner of the South 27 1/2 Acres of the South Fractional Half of the Northeast Fractional Quarter of Section No. Five (5), in the Township No. Thirteen (13) South of the Range No. Twenty (20) East of the Sixth Principal Meridian; thence South 124 feet; thence East 365 feet, thence North 124 feet; thence West 365 feet; to the point of beginning

and

Commencing at the Northwest Corner of the South 27 1/2 acres of the South Fractional One-half of the Northeast Fractional Quarter of Section Five (5), In Township Thirteen (13), South of Range Twenty (20), East of the Sixth Principal Meridian, thence South 140 feet, thence East 365 feet, thence North 140 feet, thence West 365 feet to the place of beginning.

TOGETHER with all and singular the tenements, easements, hereditaments and appurtenances thereto belonging, and all estate, right, title, interest and claim either at law or in equity of the first parties in and to said described real estate and the buildings, structures, improvements and facilities erected and to be erected thereon, and all fixtures, machinery, equipment, implements and apparatus now or hereafter attached to or used in connection with the said described premises.

TO HAVE AND TO HOLD the same unto the said second parties, and to their heirs, successors and assigns forever; provided always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said first parties, have by this day executed and delivered one certain promissory note in writing to the said second parties payable at Kansas City, Kansas, a true copy of which is hereto attached and made a part hereof as follows, to-wit:

\$ 8,000.00 December 24, 1963

For value received we promise to pay Minter Myers and Ada F. Myers  
or order, the sum of Eight Thousand and 00/100 Dollars,  
with interest from this date at the rate of five per cent per annum,  
at Kansas City, Kansas

in monthly installments, payable as follows, to-wit: One Hundred and 00/100 dollars on the 1st  
day of January 1964, and One Hundred 00/100 dollars on the day of each succeeding  
month thereafter, until the whole sum named is fully paid. Each installment shall be first applied in  
payment of the interest and then on the unpaid balance of the principal sum. If default is made in the  
payment of any installment when due, then all the remaining installments shall become due and pay-  
able at once. Privilege is given to pay two or William D. Myers,  
Becky S. Myers  
more installments at any time.

NOW, If the said first parties 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 second parties, 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, be not paid at the time when the same are by law made due and payable, then in like manner the said sum 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; or in the event of the actual or threatened waste, demolition or removal of any of the buildings, structures or improvements placed or erected on said premises without the consent of the second parties, or in the event the first parties shall commit or permit any act to be committed on or against the said property causing the same to be less valuable or causing the security herein provided to be diminished, or in case any complaint or petition in bankruptcy or other bankruptcy proceeding is filed by or against said first parties, or in the event the first parties make an assignment for the benefit of creditors or is adjudged insolvent by any state or federal court of competent jurisdiction, or if condemnation proceeding under any power of eminent domain be instituted against the said described premises, then and in any such events the entire debt remaining secured by this indenture shall at the option of the second parties become at once due and payable; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this Mortgage.