

89055 BOOK 138

MORTGAGE

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

THIS MORTGAGE, made this 21st day of August, 1964, by and between

Agnes M. Neumer, a single person, Robert Lee Neumer and Maxine Neumer, husband and wife

of the County of Wyandotte and State of Kansas herein called the first part ies, and

Paul G. Brecheisen and Mary L. Brecheisen, husband and wife, as joint tenants

herein called second part ies WITNESSETH:

WHEREAS, the first part ies, for and in consideration of the sum of TWENTY FIVE HUNDRED DOLLARS (\$2,500.00) to them in hand paid by the said second part ies, the receipt whereof is hereby acknowledged, he ye granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said second part ies their as joint tenants all of the following described tract, piece and parcel of land lying and situated in the County of Douglas and State of Kansas, to-wit:

Beginning at the Southwest corner of the Southwest quarter of the Southwest quarter, of Section 29, Township 14 South, Range 21 East, Douglas County, Kansas, thence East on said Section line 358 feet; thence North parallel with the West line of said Section 145 feet; thence West parallel with the South line of said Section 358 feet; thence South on the West section line 145 feet to the point of beginning, less that part thereof on the South and on the West taken and/or used for public road purposes.

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 part ies 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 part ies 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 part ies has this day executed and delivered their certain promissory note in writing to the said second part ies payable at Wellsville Bank, Wellsville, Kansas August 21, 1964.

For Balur Received, We promise to pay Paul G. Brecheisen and Mary L. Brecheisen or order, the sum of Twenty-five Hundred DOLLARS, \$2,500.00

at Wellsville Bank, Wellsville, Kansas monthly installments, payable as follows, to-wit:

\$24.40 Dollars on the 1st day of October, 1964 and

\$24.40 Dollars on the 1st day of each succeeding month thereafter, until

the whole sum named is fully paid with interest from this date at the rate of six per cent per annum. 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 payment of any installment when due, then all the remaining installments shall become due and payable at once, and bear interest at per cent per annum. Privilege is given to pay two or more installments at any payment time.

Agnes M. Neumer, Robert Lee Neumer
Agnes M. Neumer, Robert Lee Neumer
Maxine Neumer

his note is secured by

NOW, if the said first part ies 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 well 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 part ies, 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; 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 part ies, or in the event the first part ies 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 part ies, or in the event the first part ies makes 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 instrument shall at the option of the second part ies 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.