

7081-74

(42)

LANE PRINTING CO., KANSAS CITY, KANS.

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herein called second part\_\_\_\_, WITNESSETH:

IN Wyandotte County-- Lots 8 and 9 Block 3  
Gibbs and Paynes Addition to Argentine, now a part  
of Kansas City, Kansas

and also

In Douglas County Kansas, The Northeast Quarter (NE $\frac{1}{4}$ ) of The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 3 Township 13 Range 21, Douglas County Kansas.

TOGETHER with all and singular the tenements, easements, hereditaments and appurtenances thereunto belonging, and all estate, right, title, interest and claim either at law or in equity of the first part            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 party, and to its 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 have this day executed and delivered one certain promissory note in writing to the said second part y payable at Edwardsville state bank

No. \_\_\_\_\_ a true copy of which is hereto attached and made a part hereof as follows, to-wit:  
 Edwardsville, Kans., **November 16, 1966** \$7,500.00

8 years after date, for value received, I, we, or either of us, promise to pay to the order of, and at,

**THE EDWARDSVILLE STATE BANK**

Seven thousand five hundred and no/100 - - - - - DOLLARS

with interest from date, of 7 per cent, per annum payable annually, together with costs of collection or a reasonable attorney's fee in case same is not paid at maturity. The undersigned, guarantors and accommodation makers hereby severally waive payment for payment, notice of non-payment, protest and notice of protest and agree that this note may be renewed from time to time without notice to them and without affecting their liability. If interest is not paid when due, this note shall become immediately due and payable at the option of the holder thereof.

Not less than \$102.26 monthly beginning Dec.3, 1966

R.F.D.  
Due Edwardsville, Kans

P. O.

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 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 part y, 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 y, 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 indenture 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.