

449

Reg. No. 1,996
Fee Paid \$42.50

FORM NO. 1116 CLASS E

DEMARRE STATIONERY CO., 308 Walnut, Kansas City, Mo.

BOOK 146

8735

Kansas Mortgage

This Mortgage, Made this 23rd day of May in the year of Our Lord One Thousand Nine Hundred Sixty Seven by and between RICHARD L. GREINER AND LOU ELLEN GREINER, husband and wife of JACKSON and State of MISSOURI parties of the first part, and

PLAZA SAVINGS ASSOCIATION, a Missouri Corporation party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) DOLLARS, to them in hand paid by the said party of the second part, 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 party of the second part, and to its successors heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of DOUGLAS and State of Kansas, to-wit:

The Northwest Quarter of Section Fifteen (15), Township (15), Range (19) in Douglas County, Kansas

If at any time the grantors shall be in default in the performance of any of the agreements herein or in the said note contained, the mortgage, in addition to and without waiving other remedies, shall have power and authority to take possession of the said real estate and to manage, control and lease the same and to collect all the rents, issues and profits therefrom and apply the same to pay the expenses of such management, taxes, assessments, reasonable and necessary repairs and to pay the debt secured by this instrument, or, at its option, may have a receiver appointed for such purposes, and such power and authority shall be irrevocable, and shall continue after sale hereunder if a bond is given to redeem.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Richard L. Greiner and Lou Ellen Greiner, husband and wife the said parties of the first part have this day made, executed and delivered to the said party of the second part their Promissory Note of even date herewith, by which, and to the said a copy of which is hereto attached: or order, for value DOLLARS,

FIRST MORTGAGE NOTE

\$ 17,000.00

Loan No. 608

Kansas City, Missouri, May 23 1967

For Value Received, the undersigned jointly and severally as principals promise to pay to the order of PLAZA SAVINGS ASSOCIATION at its offices in Kansas City, Missouri

SEVENTEEN THOUSAND and No/100- - - - - Dollars (\$17,000.00)

with interest thereon at the rate of 6 1/2 per cent per annum, said principal and interest to be paid in monthly installments as follows: \$200.00 plus interest Dollars on the First day of July 1967, and \$200.00 plus interest Dollars on the First day of each succeeding month thereafter until this note is fully paid, each of such payments to be applied first in payment of interest due on the unpaid principal, and the remainder in reduction of the principal, with interest after maturity at the rate of eight per cent per annum.

If default be made in the payment of any of said monthly installments when due, the holder of this note may at its option declare all unpaid indebtedness evidenced by this note immediately due and payable, and thereupon the undersigned agree to pay all costs of collection, including reasonable attorney's fee not exceeding 10% of the Principal Balance if placed in the hands of an attorney for collection. Failure at times to exercise such option shall not constitute a waiver of the right to exercise it later. The makers reserve the right to pay more than specified installments, but agree to pay a penalty equal to 180 days interest on excess payment of 20 per cent or more of the original principal in any one year. The holder may rearrange, adjust, and extend the times and amounts of payments of interest and/or principal of this note by agreement with the present or subsequent owner of the real estate securing the same, without notice to or consent of and without releasing any party liable hereon.