

MORTGAGE 15449 BOOK 152 (42)

LANE PRINTING CO., KANSAS CITY, KANS.

THIS MORTGAGE, made this 19th day of October, 1968, by and between William R. Harrin and Susan S. Harrin, his wife,

of the County of Johnson and State of Kansas, herein called the first part ^{ies}, and W. E. Wild and Irene Wild, husband and wife, of the County of Franklin, and state of Kansas, herein called second part ^{ies}. WITNESSETH:

WHEREAS, the first part ^{ies}, for and in consideration of the sum of Sixty-Four Thousand (\$64,000.00) DOLLARS to them in hand paid by the said second part ^{ies}, 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 part ^{ies} and to their heirs, successors and assigns forever, all of the following described tract ~~xxxx piece xxx and piece xxx~~ of land lying and situated in the County of Douglas and State of Kansas, to-wit:

The Southeast Quarter (SE¹) of Section Nine (9), Township Fifteen (15), Twenty-One (21), excluding the following described tract, to-wit:

Commencing at a point 550 feet South of the Northeast Corner of the Southeast Quarter (SE¹) of Section Nine (9), Township Fifteen (15), Range Twenty-One (21); thence West 250 feet; thence South 110 feet; thence East to the East line of the said Southeast Quarter of Section Nine, Township 15, Range 21, thence North along said East line to the place of beginning.

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 ^{ies} 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 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}, have this day executed and delivered a certain promissory note in writing to the said second part ^{ies}, payable at Plaza Bank of Commerce, Kansas City, Missouri, and a true copy of which is hereto attached and made a part hereof as follows, to-wit:

which is to be paid by mortgagors to mortgagees with interest at 6% per annum as follows:

\$8,000.00 on May 1, 1969; \$10,000.00 on May 1, 1970; \$10,000.00 on May 1, 1971; \$10,000.00 on May 1, 1972; \$8,000.00 on May 1, 1973; \$3,000.00 on May 1, 1974; and \$15,000.00 on May 1, 1975.

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 ^{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 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.