

FORM NO. 1116 CLASS E

DEMAREE STATIONERY CO. 228 Walnut, Kansas City, Mo.

17013 Kansas Mortgage

BOOK 153

This Mortgage, Made this 20th day of February in the

year of Our Lord One Thousand Nine Hundred Sixty-Nine by and between William R.

Harrin and Susan S. Harrin, husband and wife of the County

of Douglas and State of Kansas parties of the first part, and

Grand Avenue Bank and Trust Company of Kansas City, Mo. party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Twelve Thousand and No/100ths - - - - - DOLLARS, to they 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 hereby grant, bargain, sell and convey unto the said party of the second part, and to their 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:

Commencing at a point 550 feet South of the Northeast Corner of the Southeast Quarter (SE $\frac{1}{4}$ ) 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.

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 their heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, William R. Harrin and Susan S. Harrin, 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 they promise to pay to the said party of the second part or assigns Twelve Thousand and No/100ths Dollars or order, for value received due 19 with interest from to maturity at the rate of per cent per annum payable semi-annually, as evidenced by

for the sum of \$ each, falling due on the days of and in each year, both principal and interest notes are payable at and bear interest from maturity until paid at the rate of per cent per annum, payable semi-annually.

NOW, if the said parties of the first part 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 party of the second part or assigns, 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 upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisalment of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in their one name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part have hereby covenant and agree that at the delivery hereof said parties of the first part the lawful owner of the premises above granted and enjoyed of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that will warrant and defend the same in the quiet and peaceable possession of said party of the second part heirs and assigns forever against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and

Executed and delivered in presence of

*[Signature]*  
Notary Public in  
the State of Missouri  
County of Jackson  
My Commission Expires Sept. 18, 1970

*[Signature]*  
*[Signature]*