

BOOK 159

24064

**MORTGAGE**

(42)

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THIS MORTGAGE, made this 18th day of February, 1971, by and between  
Samuel Charles Boettge and Edith Lucille Boettge, husband and wife,

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

THE GUARANTY STATE BANK OF KANSAS CITY, KANSAS, a corporation

herein called second part Y, WITNESSETH:

WHEREAS, the first part ies, for and in consideration of the sum of  
Twenty Eight Thousand Four Hundred and no/100----- ( \$28,400.00 )----- DOLLARS  
to them in hand paid by the said second part Y, the receipt whereof is hereby acknowledged, ha VE granted, bargained,  
sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said second part Y and to  
its heirs, successors and assigns forever, all of the following described tract 2, piece 2 and parcel 2 of land  
lying and situated in the County of Douglas and State of Kansas, to-wit:

The South One-half( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ )  
of the Northeast Quarter ( $\frac{1}{4}$ ) and the Southeast  
Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section  
Thirty One(31), Township Fourteen (14) Range  
Twenty One (21), Douglas County, Kansas, except  
part in roads.

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 Y, and to its heirs, successors and assigns for-  
ever: provided always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said first part ies, ha VE this day executed and delivered one certain promis-  
sory note in writing to the said second part Y payable at its office in Kansas City, Kansas

Kansas City, Kansas, February 18, 1971

For Value Received We promise to pay THE GUARANTY STATE BANK or order  
the sum of Twenty Eight Thousand Four Hundred and no/100----- DOLLARS, \$ 28,400.00  
at its office in Kansas City, Kansas, in monthly installments, payable as follows, to-wit:

Two Hundred Twenty Nine and no/100 Dollars { including interest } on the 20th day of March, 1971, and  
Two Hundred Twenty Nine and no/100 Dollars { including interest } on the 20th day of each succeeding month thereafter,

until the whole sum named is fully paid, with interest from this date at the rate of 7 1/2 per cent per annum.  
The interest on each installment, and the interest on the unpaid balance of the principal sum is to be paid at the maturity  
of each installment. If default is made in the payment of any installment when due, then all the remaining installments  
shall become due and payable at once, and bear interest at 10 per cent per annum. Privilege is given to pay two or  
more installments at any payment time.

Samuel Charles Boettge

No. Edith Lucille Boettge

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 pay-  
able; 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 Y 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.

This note is secured by mortgage on