

favor of Dave Kennedy for Twenty five hundred \$2500.00 dollars & one in favor of Mrs. Eva Fullerton for One thousand \$1000.00 dollars, 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 his heirs and assigns forever; Provided, Always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

Whereas, the said Isaac Kime and M. J. Kime, his wife have this day delivered a certain promissory note dated Feb. 26th 1912, in writing to the party of the second part, payable at The Clay County State Bank, Excelsior Springs, Mo., as follows, to wit:

Excelsior Springs, Mo., Feb. 26th 1912, One year after date we as principals promise to pay to the order of O. C. O'Kell, Ten hundred ninety (\$1090.00) Dollars, for value received at the banking house of Clay County State Bank, Excelsior Springs, Missouri, with interest at the rate of seven per cent per annum after date, payable annually and if not so paid compounds annually each of the endorsers herein waive demand notice and protest on this note

Now, If the said Isaac Kime and M. J. Kime, his wife 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 notes 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 becomes due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, 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 his 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 the said parties of the first part, their heirs and assigns, and all persons claiming under same at which sale appraisalment of said property is hereby waived by the said parties of the first part. And all benefit 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 buildings 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; and in default thereof said party of the second part may effect said insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall shall be an additional lien on said mortgaged property, and may be enforced and col-

W. C. O'Kell

William C. Brown

legally.