

## MORTGAGE.

This indenture, Made the fifteenth day of July, A.D. 1918, between Charles E. Harrell and Jennie G. Harrell, his wife, of the County of Jackson and State of Missouri, hereinafter known as party of the first part, and H. C. Nonan, of Kansas City, Missouri, party of the second part, of the first part, in consideration of the

City, Missouri, party of the second part,  
 Witnesseth: That the said party of the first part, in consideration of the  
 sum of Twenty eight hundred dollars dollars, in hand paid, the receipt whereof is  
 hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the  
 said party of the second part, his heirs and assigns, the following described real  
 estate, in the County of Douglas and State of Kansas, to-wit:

The west one half of the South East quarter of Section Eighteen (18) in Township Fifteen (15), Range Twenty one (21).

To have and to hold the same, with appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, his heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all encumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

the same against the lawful claims of all persons whomsoever:  
Provided, however, That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, his heirs or assigns, the principal sum of Twenty eight Hundred and no-100 Dollars, according to the tenor and effect of one certain promissory note of even date herewith for the sum of Twenty-eight Hundred Dollars, due August 1st, 1923, with interest thereon at the rate of six per cent per annum, from the date hereof until maturity, according to the tenor and effect of five interest coupons attached to said note. Both principal and interest payable at the office of the Commerce Trust Company in Kansas City, Missouri. In lawful money of the United States of America. Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable and both principal and interest are to bear interest at the rate of eight percent per annum after maturity. The note secured by this mortgage is numbered 1251. Privilege given of paying one hundred dollars or multiple at any time, and the interest coupons are to be reduced accordingly, and shall perform all and singular the covenants herein contained, then this mortgage to be void, and to be released at the expense of the said party of the first part; otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, his heirs or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$.....against loss by fire, and not less than \$.....against loss by windstorm or tornado, the policy or policies to be delivered to said party of the second part of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this loan; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of eight per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, his heirs or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, his heirs or assigns, shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In witness whereof, the said party of the first part have hereunto set their hands the day and year first above written.

Charles E. Harrell,  
Jennie G. Harrell,

Received Feb 20 1883  
 Paid E. W. Clemons

The following is entered in the official instrument:

*F. C. Hornum, the Mortgagee, with intent, and fully advised, to give possession of the above-mentioned premises to the person or persons who the City of New York Building Congress, Inc., may designate to occupy the same, and to deliver the deed to the person or persons so designated, and to execute and deliver the same on or before the 1st day of October, A. D. 1923.*

*F. C. Hornum*