0. Nh 6

4: 29dc

1

4

N.

dit

centify

2

stre

endoracd

9

9 5

2:

¢.

beorded

## MORTGAGE

THIS MORTGAGE, Made this 5th day of April in the year of Our Lord One Thousand Nine Hundred and Nineteen by and between Marguerite M. Sloan and Eben W Sloan, her husband of the County of Jackson and State of Missouri parties of the 249

first part, and F. G. Alford part y of the second part, Witnesseth, That said parties of the first part, for and in consideration of the sum of ONE and no/100 Dollars; to them 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 grant, bargain, sell and convey unto the said part of the second paRt, and to his 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: The Southeast fractional quarteR of Section one (1), less six acres for

Rail-road right of way, and the Northeast qua ter of Section twelve (12) All in Township twelve (12) Range Eighteen (18), Douglas County, Kansas. Subject to a First Mortgage of Five Thousand Dollars.

TO HAVE and to HoLD the same, with all and singular the nereditaments 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 Margaret Sloan and Eben W Sloan have this day executed and delivored their certain promiscory note in writing to the party of the second part, payable at Commerce Trust Company, Kansas City, Missouri. as follows, to-wit: \$ 1000.CO Kansas City, Mo. April 5th, 1919. On January 1st, 1920. we promise to pay to F.G. Alford or order One Thousand and no/100 Dollars at Commerce Trust Company, Kansas City, Mo, For value received, with interest thereon at six per cent per annum from date until paid, interest payable annually; and if interest be not paid when due, same is to become part of the principal sum and bear 8 per cent interest.

NOW, if the said Marguerite M. Sloan and Eben W Sloan 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, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessment of every nature which are or may be used. 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 be-come 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 histheirs 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 costs, 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 daid parties of the first parytheir heirs and assigns, and all persons claiming under them And the said parties of the first part shall and will at their own expense from And the sain pireles of the light part shall and will be the form of the sain of the 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 said part of the second paR; and in default thereof said paRt of the second part may effect said insurance in own 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 be enforced a and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof MaRguerite M. Sloan and Eben W. Sloan the lawful owner of the premises above granted, and seized of a good and indefeasible estate of in-heritance therein, free and clear of all incumbrances, and that they will Marrant and Defend thy same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever

persons whomseever. IN #ITNESS WHEEEOF, The said parties of the first part have hereunto set they r hands the day and year first above written. Executed and delivered : Marguerite M.Sloan (Seal) in presence of \_\_\_\_\_ Eben W.Sloan (Seal)

State of Missouri,) SS. County of Jackson)

BE IT REMEMBERED, that on this fifth day of April, A.D. 1919, before me, the undersigned, a Notary Public in and for said County and State, Came Marguerite M. Sloan and Eben W.Sloan her husband who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledge the execution of the same to be their voluntary act and deed.

IN TESTIMONY #HEREOF, I have hereunto subscribed my hand and affixed my official seel on the day and year last above written. My commission expires Sept, 14, 1922.  $(\mathcal{L}, \mathcal{L})$  Jo

Recorded April 7th, 1919. . At 9:05 A.M.