

MORTGAGE.

This mortgage, made this 9th day of December 1921, by and between Lee R. Van Houten and Mary J. Van Houten, his wife, of Kansas City, Jackson County, Mo., parties of the first part, and A.R. Lafeyth, of Kansas City, Mo., party of the second part,

Witnesseth; that the parties of the first part for and in consideration of the sum of One Dollar, and other valuable consideration to them paid by the 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 said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece and parcel of land, situate and lying in the County of Douglas, State of Kansas, to wit:

All of the south half of the East half of Block 30 on Wisconsin Street, in the City of Lawrence, known as West Lawrence, Douglas County, Kansas

To have and to hold the same, with all and singular, the hereditaments and appurtenances thereto belonging, unto 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 A. B. Lafeyth did on the 9th day of January 1920, execute and deliver to Ross H. Mann and Clinton A. Mann, a lease in writing to a certain garage situate at 3421 and 3423, Prospect Avenue, Kansas City, Mo., for the period of five years from the 25th day of January 1920, for the agreed rental of \$350.00 per month, payable monthly in advance on the 25th day of each month, a copy of which lease is hereto attached and made a part of this mortgage, and,

Whereas, thereafter with the consent of the lessor said lease was assigned to Harry G. Long, and thereafter with the consent of the lessor it was assigned by said Long to Lee R. Van Houten, and R. C. Jasper on the 30th day of April 1921, and in said assignment the term of said lease was extended to the 1st day of September 1926, and thereafter on the ... day of December 1921, with the consent of the lessor said lease and extension thereof were assigned by said Van Houten and Jasper to Demming W. Bond.

Now, if the said Demming W. Bond, shall well and truly comply with all the terms of said lease, and extension thereof, and of said assignment, concerning the adding of a Weaver Press and a Drill Press, and repair tools of said Jasper, and the taking out of a certificate in the Safety Savings and Loan Association, and the giving of a chattel mortgage on a Winton car, and shall comply with all the terms of said assignment by Van Houten and Jasper to him, and shall pay or cause to be paid the rent specified in said lease and extension, and assignment, according to the terms thereof, during the entire period thereof, then these presents shall be null and void,

But, if said rent be not paid as provided in said lease, extension and assignments, and all the terms thereof be well and truly performed, (except those terms and parts hereinbefore expressly excluded and excepted), the party of the second part, his heirs, executors, administrators and assigns shall be and become entitled to a judgment in an amount equal to the loss and damage which said party of the second part shall sustain by reason of any and all non payment of rent specified in said lease and extension during the term thereof, up to but not exceeding the total sum of \$950.00, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of the real estate described herein in the county of Douglas, State of Kansas, in satisfaction of said judgment, foreclosing all rights and equities in and to said real estate of the parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale appraisal of said property is hereby waived, by said parties of the first part, and all benefits of the homestead, exemption and stay laws of Kansas, are hereby waived by the parties of the first part.

This Mortgage, being subject to encumbrance now of record.

And, the parties of the first part shall and will, at their own expense keep all buildings erected or to be erected on said land fully insured in a responsible company, for the benefit of the party of the second part, may effect the same in his own name, and the premiums therefor shall be an additional lien on said real estate, and at his option he may pay any taxes or statutory liens against said property, all of which sums with interest at 6 per cent may be enforced and collected in the same manner as the principal debt herein secured.

And the parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the real estate above granted, and seized of a good and indefensible estate of inheritance therein, free of encumbrances except as stated herein, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

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

Lee R. Van Houten,
Mary J. Van Houten,

I, Mary Ellen Simmons, Clerk of the District Court, Douglas County, Kan., do hereby certify that a true and correct copy of the foregoing instrument, duly recorded in Journal Book 23, page 23, of the District Court.

ATTEST:

Mary Ellen Simmons,
Clerk of District Court