

# MORTGAGE RECORD 67

315

SAUL EDDSWORTH STATIONERY CO KANSAS CITY MO 64114

ion of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

State of Kansas )  
Franklin County ) ss;

Byron Shields.  
Maud Shields

On this 18th day of March A.D. 1926 before me personally appeared Byron Shields and Maud Shields, his wife, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

H. E. Jewell  
Notary Public in and for said County.

L.S.  
My Commission expires Feb. 24-1928.

From Gertrude A. Bain et al  
To Hattie A. Holloway

MORTGAGE.

State of Kansas Douglas County, ss;  
This instrument filed for record  
March 18th, 1926 at 9:00 AM.

*Geo. E. Williams*  
Register of Deeds.

Reg. No. 1568  
Fee Paid .50

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned Gertrude A. Bain and James W. Bain husband and wife of the County of Johnson in the State of Missouri, for and in consideration of the sum of Two Hundred and Fifty Dollars, to us in hand paid by Mrs Hattie A. Holloway of the County of Jackson in the State of Missouri, have granted bargained and sold and by these presents do grant bargain and sell unto the said Mrs Hattie A. Holloway her heirs and assigns, the following described real estate situate in the County of Douglas, in the State of Kansas that is to say:

Our <sup>undivided</sup> third interest in and to the north-west quarter of Section number Thirty-one Township number Fourteen Range number Twenty, all in Douglas County, Kansas,

To Have and To Hold the property hereby conveyed with all the rights privileges and appurtenances there to belonging or in anywise appertaining unto said Hattie A. Holloway her heirs and assigns forever. Upon this express Condition Whereas, the said Gertrude A. Bain and James W. Bain, did on the 2nd day of March 1926 make and execute and deliver to the said Hattie A. Holloway a certain promissory note described as follows, to-wit:

Kansas City, Mo. March 2, 1926.

\$250.00  
Six Months after date I promise to pay Mrs H. A. Holloway Two Hundred and Fifty Dollars, value received, Interest 6%

Gertrude A. Bain  
James W. Bain

Now, if, said Gertrude A. Bain, her executor or administrator, shall pay the sum of money as specified in said note and all the interest that may be due thereon, according to the tenor and effect of said note then this conveyance shall be void. But if the said note shall not be well and truly paid when the same become due and payable according to the tenor and effect thereof, then this deed shall remain in force; and the said Mrs Hattie A. Holloway or her legal representative may proceed to sell the property hereinbefore described, or any part thereof, at public vendue, to the high est bidder at the front door of court house in the city of Lawrence, County of Douglas and State of Kansas, first giving Twenty days public notice of the time, terms and place of said sale, and of the property to be sold, by publication of same in some weekly or daily newspaper in said Douglas County, and upon such sale and payment of the purchase money shall execute and deliver a deed in fee simple of the property sold, to the purchaser or purchasers thereof, and any statement of fact or recital by the said Gertrude A. Bain or her legal representative in such conveyance, in relation to the advertisement, sale receipt of the purchase money, or execution of such conveyance, shall be received as prima facie evidence of the truth thereof.

And the said Hattie A. Holloway or her legal representative, shall, with the proceeds of the sale aforesaid, pay, first, the expenses of this trust and next whatever may be in arrears and unpaid on said note whether of principal or interest; and the balance, if any, shall be paid over to the said Gertrude A. Bain or her legal representative.

In Testimony Whereof, the said Gertrude A. Bain and James W. Bain, wife and husband, have hereunto set their hand and affixed their seals this 5th day of March A.D., 1926.

Gertrude A. Bain. (Seal)  
James W. Bain (Seal)

State of Missouri )  
County of Johnson ) ss;

On this fifth day of March 1926 before me personally appeared Gertrude A. Bain and James W. Bain, her husband to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at office in Holden, Missouri, the day and year first above written.

L.S.  
My Term as Notary expires August 1st, 1929.

F. J. Brown  
Notary Public.