

# MORTGAGE RECORD 67

403

KANSAS, DOGWOOD STATIONERY CO. KANSAS CITY, MO. 64114

and delivered upon the following conditions, to-wit:

First, The said first parties agree to pay said second party or order the sum of Eight Hundred and no/100 (\$800.00) Dollars, and interest thereon, according to the tenor and effect of a promissory note, a copy of which is as follows:

No 2078 ----- \$800.00 -----

On the 5th day of August A.D. 1929 for value received we promise to pay to Riverview State Bank or order at the office of Riverview State Bank, in Kansas City, Kansas, the principal sum of Eight Hundred and no/100 Dollars with interest thereon from date until maturity at the rate of eight per cent per annum payable semi-annually on the 5th day of February and the 5th day of August, according to the tenor and effect hereof and of six interest coupon notes hereto annexed, and ten per cent interest after maturity. This note and interest notes hereto annexed are secured by first mortgage on real estate and are made and executed under and in all respects to be governed, construed and adjudged in accordance with the laws of Kansas as existing at the date of their execution and delivery.

This note and interest notes annexed signed in our presence.

(Signed) William Downing

(Signed) Pearl Downing

Each of which interest notes bears interest at the rate of ten per cent per annum from maturity until payment.

Second, The said first parties agree that if they shall fail to pay the principal or interest, or any part thereof, when due such unpaid principal and interest shall bear interest at the rate of ten per cent per annum from the time of default in any such payment and this mortgage shall stand as security therefor.

Third, The said first parties agree to pay all taxes and assessments of whatever nature levied upon said premises before the same become delinquent; and if not so paid the legal holder of this mortgage may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes and assessments, and shall be entitled to recover the amount so paid, with interest at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

Fourth, The said first parties agree to keep the buildings, fences and other improvements on said premises in good repair and condition and shall permit no waste and especially no cutting of timber, except for making or repairing fences on the premises, and such as shall be necessary for fire-wood for use of grantor's family; that they will give the orchard grove, shrubbery and shade trees growing upon said premises proper care and attention, and will not permit their injury or destruction by neglect or misuse; and further they will at their own expense, until the indebtedness named herein is paid in full keep the buildings now on said premises, or which may hereafter be erected thereon, insured in such company as said second party may designate for the sum of Eight Hundred Dollars.

against loss by Fire and Tornado with loss, if any, payable to said second party or assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the cost and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part or the legal holder or holders of said note, may deliver said policy to said part of the first part and require the collection of the same and payment made of the proceeds as last above mentioned; and in the event of a failure of this agreement, said second party may thereupon declare the whole sum of money hereby secured due and payable at once, and this mortgage may thereupon be foreclosed, or said second party may elect to procure such insurance and shall be entitled to collect the cost thereof, together with ten per cent interest per annum from said first parties and this mortgage shall stand as security for the amount so paid with interest.

Fifth, The said first parties agree that if they shall fail to pay any of said money either principal or interest within thirty days after the same becomes due, or is declared due, or shall fail to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money herein secured may thereupon without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest and costs, together with statutory damages in case of protest; and said second party or any legal holder hereof, shall forthwith, upon the filing of a bill for the foreclosure of this mortgage, be entitled to immediate possession of said premises, and may at once take possession thereof and receive and collect the rents, issues and profits thereof.

For value received, the said parties of the first part do hereby expressly waive all benefits of the stay, valuation or appraisal laws of the state of Kansas and do further agree that this mortgage and the notes secured thereby shall be governed, construed and adjudged according to the laws of the state of Kansas.

The foregoing conditions being performed this conveyance to be void, otherwise of full force and virtue.

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

Witness -----

William Downing

Pearl Downing

State of Kansas }  
Wyandotte County }SS

Be it remembered, That on this 5th day of August A.D. 1929 before the undersigned a Notary Public in and for said county and state personally appeared William Downing and Pearl Downing his wife, who are to me personally known to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and attached my notarial seal the day and year last above written,

IS

David S. Shade

Notary Public

My commission expires July 25th, 1929.

*The following is a true and correct copy of the original instrument as recorded in the office of the Register of Deeds for the County of Wyandotte, Kansas, on the 5th day of August, 1929.*

*Recorded in the office of the Register of Deeds for the County of Wyandotte, Kansas, on the 5th day of August, 1929.*

*Handwritten note or signature.*