From
W.A. Courtney

To
Commerce Trust co.

Reg. No. 1962
Fee Paid 2.25

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Aug. 21, 1926; At 9:10 A.M.
Isa E. Wellman
Register of Deeds.

This Indenture, Made the eleventh day of August A.D. 1926 between W.A. Courtney and Alice M. Courtney, his wife of the county of Douglas and state of Kansas, hereinafter known as party of the first part and Commerce Trust Company, a corporation of Kansas City, Missouri party of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Eight Thousand Five Hundred and no/100 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, its successors and assigns the following described real estate in the county of Douglas and state of Kansas, to-wit:

All of the northeast quarter ($\frac{1}{4}$) and the northwest quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) and the east half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$) all in section no. ten (10) Township no. thirteen (13) south range no. nineteen (19) east containing two hundred eighty (280) acres more or less.

To Have and To Hold, the same with appurtenances thereto belonging or in anywise appertaining including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors 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.

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, its successors or assigns the principal sum of Eight Thousand Five Hundred and no/100 Dollars, according to the tenor and effect of one promissory note numbered 30868 (2-8) bearing even date herewith for the sum of Eight Thousand Five Hundred Dollars ($8,500.00) payable to the order of said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America, with interest thereon from September 1, 1926 until maturity at the rate of five per cent per annum payable semi-annually on the first day of February and August in each year according to interest coupons attached to said note and which note further provides that if default be made in the payment then all of said principal and interest shall, at the option of the legal holder or holders of said note become due and payable, and that both principal and interest are to bear interest at the rate of eight per cent per annum after maturity, 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, its successors 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 this mortgage, 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 sim of not less than $4,000.00 against loss by fire and not less than $4,000.00 against loss by wind-storm or tornado, the policy or policies to be delivered to said party 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 incase 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 amount 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, its successors 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, its successors 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.

W.A. Courtney
Alice M. Courtney

Witnesses:

State of Kansas |
County of Douglas |SS

On this 14th day of August 1926 before me John C. Emick a Notary Public in and for said county and state personally appeared W.A. Courtney and Alice M. Courtney his wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal the day and year last above written,

LS
My commission expires January 13, 1928.

John C. Emick
Notary Public.

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