

MORTGAGE RECORD 75

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wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

C. E. Cory
Notary Public

LS

Commission expires Dec. 16, 1930

From
John Edelbrock et al
To
Merriman Mortgage Co.

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument filed May 2, 1928 at
9:50 A.M.

James E. Wellman
Register of Deeds.

This mortgage made this thirteenth day of April in the year of Our Lord One Thousand Nine Hundred Twenty-eight by and between John Edelbrock and Kate Edelbrock his wife, of the County of Douglas and State of Kansas parties of the first part and The Merriman Mortgage Co., of Kansas City, Missouri, party 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 party of the second part, and to its heirs and assigns forever all of the following described tracts, pieces and parcels of land lying and situate in the county of Johnson & Douglas and State of Kansas, to-wit:

Beginning at the Northeast corner of Northeast Quarter (NE $\frac{1}{4}$) of Section Three (3) Township Thirteen (13) Range Twenty-one (21) East of the 6th P.M. thence West on Section line to center of Captains Creek; thence up the center of said creek with its meanderings to within 30 rods of South line of aforesaid quarter section; thence East to the section line; thence North on said section line 130 rods to place of beginning, containing 82- $\frac{1}{2}$ acres more or less in Douglas County,
Also the West Seventy eight (78) acres of the Southeast Quarter (SE $\frac{1}{4}$) and the whole of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-six (36) Township Twelve (12) Range Twenty-one (21) East, containing Two Hundred Thirty Eight (238) acres, more or less in Johnson County and the land herein conveyed containing in the aggregate Three Hundred Twenty (320) acres more or less.

This mortgage is made subject to a prior mortgage of even date herewith, for the sum of Eighty-five Hundred Dollars, payable to the Kansas City Life Insurance Company of Kansas City, Missouri. To have and to hold the same with all and singular, the hereditaments and appurtenances thereto belonging unto the said party of the second part and to its heirs and assigns forever, provided always and this instrument is made executed and delivered upon the following conditions, to-wit:

Whereas, John Edelbrock and Kate Edelbrock his wife, the said parties of the first part have this day made, executed and delivered to the party of the second part their ten promissory Notes of even date herewith, by which they promise to pay to the said Merriman Mortgage Company of Kansas City, Missouri or order for value received, each note being for the principal sum of Forty-two & 50/100 Dollars, one each due, December 8 & June 1, in each year with interest from maturity at the rate of ten per cent per annum, payable semi-annually. If not so paid compounded. Both principal and interest are payable at the office of the Merriman Mortgage Company at Kansas City, Missouri. We the makers, endorsers, assignors and sureties, severally waive presentment for payment, demand, protest and notice of protest for non-payment of these notes.

Now if the said John Edelbrock and Kate Edelbrock his wife, shall well and truly pay or cause to be paid, the sums of money in said last notes mentioned, with the interest thereon, according to the tenor and effect of said notes, and shall pay when due the principal and interest on said first mortgage above described, then these presents shall be null and void. But if said sums of money or either of them, or any part thereof, or said first mortgage note, or any interest thereon, be not paid when the same respectively becomes due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be 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 notes and the whole of said sums shall immediately become 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, its heirs, executors, administrators, and assigns shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this Mortgage and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, forclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them at which sale, appraisement of said property is hereby waived by said parties of the first part and all benefits of the homestead, exemption and stay laws of the state of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings 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 no/100---- Dollars, for the benefit of said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in its 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 at his option pay any taxes or statutory liens against said property, all of which sums with ten per cent interest may be enforced 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 said John Edelbrock and Kate Edelbrock are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance; and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part its heirs and assigns forever, against the lawful claim of all persons whomsoever.

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

John Edelbrock
Kate Edelbrock

Executed and delivered in presence of