

MORTGAGE RECORD 75

the distance from the corner to the first point was found by solving the plane triangle.

From the first point I ran north on line 72 feet from which point I ran north 61 degrees 25 minutes west 508 feet to a point at the east end of the Island.

By another trigonometric solution in this case the additional distance gone north and the distance gone west was found.

The sum of the three distances gone north as described here, and the distance gone West constitute the two co-ordinates used on the plat to show the location of the place of beginning of the Island with regard to the quarter section corner on east side of the section, from the point thus located north 75 degrees west 155 feet. set stake, thence north 61 degrees 18 minutes West 95 feet set stake thence north 58 degrees 10 minutes west 519 feet, set stake, thence north 48 degrees west 1251 feet set stake, thence north 58 degrees 50 minutes. West 328 feet set stake, thence north 44 degrees west 242 feet set stake, thence due east 247 feet, set stake, thence south 68 degrees 48 minutes east 742 feet set stake, thence south 61 degrees 39 minutes east 320 feet set stake, thence south 41 degrees 20 minutes east 509 feet set stake, thence south 30 degrees 21 minutes east 211 feet set stake thence south 35 degrees 50 minutes east 217 feet set stake, thence south 30 degrees East 274 feet, set stake, thence south 37 degrees east 103 feet to the place of beginning, east end of island in section five township Thirteen range Twenty one containing seventeen and sixty one hundred acres (17.61) and all accretions thereto.

To Have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging, unto the 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, Miles W. Ott and Frances N. Ott the said parties of the first part have this day made, executed and delivered to the said party of the second part their promissory note of even date herewith, by which they promise to pay to the said William C. Reynolds or order for value received four hundred dollars due December 1st, 1928 with interest from date to maturity at the rate of six per cent per annum as evidenced by their promissory note for the sum of \$400.00 falling due on the 1st day of December 1928 both principal and interest notes are payable at New England National Bank & Trust Co. of K.C. Mo. and bear interest from maturity until paid at the rate of six per cent per annum

Now, if the said Miles W. Ott and Frances N. Ott shall well and truly pay or cause to be paid the sum of money in said note mentioned, with the interest thereon according to the tenor and effect of said note then these presents shall be null and void. But if said sum of money or either of them or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum 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 note, and the whole of said sum 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 his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note 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, foreclosing 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, 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 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 note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building 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 -----Dollars for the benefit of the 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 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 6 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 hereby covenant and agree that at the delivery hereof said Miles W. Ott & Frances N. Ott 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 his 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.

Executed and delivered in presence of
: : : : : :

Miles W. Ott
Frances N. Ott.

State of Missouri |
County of Jackson |ss

Be it remembered, That on this ---day of July A.D. 1928 before me the undersigned a--in and for the County and state aforesaid came Miles W. Ott & Frances N. Ott husband & wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

LS

Term expires Nov. 25, 1928.

Bertha D. Atkinson
Notary Public