

MORTGAGE RECORD 75

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the said rents and profits shall be applied toward the payment of the amount then due on this mortgage and the debt hereby secured.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands the day and year first above written.

James A. Kilmer
Josephine R. Kilmer

STATE OF MISSOURI
COUNTY OF JACKSON, SS.

On this 5th day of Nov. A. D. 1929 before me, a Notary Public in and for said County, personally appeared James A. Kilmer and Josephine R. Kilmer, 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.

Legal Seal

My commission expires Jan. 28, 1932.

Jay R. Swetnam
Notary Public

Recorded November 12, 1929 A. D. at 8:45 A. M.

Edw. E. Constance

Register of Deeds

MORTGAGE

THIS MORTGAGE, Made this sixth day of November, in the year of our Lord One Thousand Nine Hundred twenty-nine by and between James A. Kilmer and Josephine R. Kilmer, his wife, of the County of Jackson and State of Missouri parties of the first part, and Edward Arrasmith and W. A. Taylor, parties of the second part.

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Two Hundred Fifty Dollars to them in hand paid by the said parties 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 parties of the second part, and to their heirs and assigns forever, all of the following described tract, piece and parcel of land lying and situate in the County of Douglas, and State of Kansas, to-wit: The Southwest quarter (4) of Section ten (10) Township fifteen (15) South, Range twenty-one (21) East Douglas County, Kansas.

Subject to first mortgage dated September 23, 1929 to The Mutual Benefit Life Insurance Company for \$7000.00.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said parties of the second part, and to their heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said parties of the first part have this day made executed and delivered to the said parties of the second part their Promissory Note of even date herewith, by which they promise to pay to the said Edward Arrasmith and W. A. Taylor, or order, for value received Two Hundred Fifty Dollars, due October 6, 1929 with interest from date to maturity at the rate of six per cent per annum, payable annually principal and interest are payable at Traders National Bank, Kansas City, Missouri, and bear interest from maturity until paid at the rate of eight per cent per annum, payable semi-annually.

NOW, If the said first parties 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 parties 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 parties of the second part, their 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, forclosing all rights and equities in and to said premises of said parties of the first part, --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 part 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 discharge, 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 parties of the second part or his assigns, and in default thereof said parties 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 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 James A. Kilmer and Josephine R. Kilmer 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 parties of the second part their 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

James A. Kilmer
Josephine R. Kilmer

Reg. No. 467
Fee Paid 1.00

The following is a true and correct copy of the original of the within instrument as the same is on file in the office of the Register of Deeds of the County of Jackson, Missouri, this 11th day of November, 1929.

THE REGISTERS
OF THE ORIGINAL
MORTGAGES
IN THE
COUNTY OF JACKSON,
MISSOURI
JAY R. SWETNAM
NOTARY PUBLIC
My Comm. Expires Jan. 28, 1932
J. A. Kilmer
J. R. Kilmer
J. A. Kilmer
J. R. Kilmer