

## MORTGAGE

THIS INDENTURE, made this Sixteenth day of October in the year of our Lord, one thousand nine hundred and Twenty nine between Donald M. Hamilton and Margaret P. Hamilton, his wife of Kansas City, in the County of Jackson and State of Missouri parties of the first part, and C. L. Harding party of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: All of Lot Ten (10) and the North One half ( $\frac{1}{2}$ ) of Lot Eleven (11) in East Manor, Given Court, an addition to the City of Lawrence, Douglas County, Kansas according to the recorded plat thereof, with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances, except \$500.00 1st mortgage now of record which has been reduced by payments to \$6381.96 and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part the loss if any, made payable to the party of the second part to the extent of his interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty one Hundred Eighteen and Four Hundredths (\$2118.04) Dollars, according to the terms of certain written obligation for the payment of said sum of money executed on the -- day of -- 19-- copies of said obligations & notes hereto attached.

\$500.00 Kansas City, Missouri October 16, 1929

July 15 1930 we promise to pay to C. L. Harding or order Five Hundred (\$500.00) Dollars, at Schutzel-Harding Investment & Building Co. Kansas City Mo. For value received and interest thereon at six per cent per annum from date until paid, interest payable at maturity.

(Copy) (Signed) Donald M. Hamilton  
Margaret P. Hamilton

\$500.00 Kansas City, Missouri October 16, 1929

July 15, 1931 we promise to pay to C. L. Harding or order Five Hundred \$500.00 Dollars at Schutzel-Harding Investment and Building Co. Kansas City Mo. For value received with interest thereon at six per cent per annum from date until paid, interest payable at maturity.

(Copy) (Signed) Donald M. Hamilton  
Margaret P. Hamilton

\$500.00 Kansas City Missouri October 16, 1929

January 15, 1932 we promise to pay to C. L. Harding or order Five Hundred (\$500.00) Dollars, at Schutzel-Harding Investment and Building Co. Kansas City, Mo. For value received with interest thereon at six per cent per annum from date until paid, interest payable at maturity.

(Copy) (Signed) Donald M. Hamilton  
Margaret P. Hamilton

\$618.04 Kansas City Missouri October 16, 1929

July 15, 1932 after date we promise to pay to C. L. Harding or order six Hundred Eighteen and four hundredths (\$618.04) Dollars at Schutzel-Harding Investment and Building Co. Kansas City Mo. For value received with interest thereon at six per cent per annum from date until paid interest payable at maturity.

(Copy) (Signed) Donald M. Hamilton  
Margaret P. Hamilton

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice and it shall be lawful for the said party of the second part, or his assigns to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest together with the costs and charges incident thereto, and the overplus, if any therebe, shall be paid by the party making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Donald M. Hamilton (Seal)  
Margaret P. Hamilton (Seal)

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522  
I, JOHN GALAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a duplicate of the foregoing instrument was filed for record in the office of the County Clerk of Douglas County, Kansas, on the 17th day of October, 1929, and that the same is a true and correct copy of the original as the same appears from the records of said County Clerk.

Clerk District Court.

ATTEST:  
D. S. Cunningham  
County of Douglas  
State of Kansas