

STATE OF MISSOURI,
COUNTY OF HUCHANAN, SS.

On this 15th day of January A. D. 1929 before me, appeared H. C. McClary to me personally known who being by me duly sworn, did say that he is the Vice President of Bartlett Brothers Land and Loan Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said H. C. McClary acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and Notarial seal this 15th day of January A. D. 1929.

Legal Seal

John Ashbaugh
Notary Public

My commission expires June 9, 1929.

Recorded November 12, 1930 A. D. at 3:30 P. M.

Edw. C. Armstrong

Register of Deeds

MORTGAGE

THIS MORTGAGE, Made this 3d day of November in the year of Our Lord One Thousand Nine Hundred thirty by and between Frank H. Briggs and Myrtle J. Briggs of the County of Kansas City and State of Missouri parties of the first part, and Asa G. Judy party of the second part,

WITNESS: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of eight hundred 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 his 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: All of lots 23 and 24 Fairgrounds Addition, a subdivision of land in and to Lawrence, Kansas, as the same are marked and designated on the recorded plat thereof. Given subject to a first mortgage of \$1000.00 which first parties agree to keep the interest paid up and renewed from time to time else this second loan at once for failure to do so, becomes due and payable.

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 his heirs and assigns forever, provided always and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Frank H. Briggs, and Myrtle J. Briggs, husband and wife 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 Asa G. Judy, or order, for value received Eight Hundred Dollars, copy as follows and a part hereof.

\$800.00

Kansas City Mo. Nov. 3, 1930

For value received we promise to pay Asa G. Judy, or order the sum of Eight hundred and no/100 Dollars at the office of holder hereof in Kansas City, Mo., in monthly installments, payable as follows, to-wit: Twenty-five dollars on the 1st day of December 1930 and \$25.00 dollars on the 1st day of each succeeding month thereafter except April and October until Nov. 1, 1932 when Balance is Due with interest from this date at the rate of 6 per cent per annum. The interest on each installment, and the interest on the unpaid balance of the principal sum are to be paid at the maturity of each installment. If default is made in the payment of any installment when due then all the remaining installments shall become due and payable at once. This note and all installments are to bear interest after maturity thereof at the rate of 6 per cent per annum. Privilege is given to pay two or more installments at any time.

Frank H. Briggs
Myrtle J. Briggs

NOW, If the said Frank H. Briggs and Myrtle J. Briggs, husband and wife 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, 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 him, at which sale, appraisalment 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 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 fifteen hundred 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 his 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 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

W. H. Briggs
Myrtle J. Briggs
Asa G. Judy
Register of Deeds

Depot of 1930
The within mortgage, is
in full and in satisfaction of the
loan made by Asa G. Judy to
Frank H. Briggs and Myrtle J. Briggs
on November 3, 1930
T. D. Ashbaugh
Notary Public
John E. Ashbaugh