

SAML BOONWORTH STATIONERY CO KANSAS CITY MO 64104

Sixth. Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note, when the same becomes due or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto subscribed their names, on the day and year above mentioned.

Charlotte E. Snyder
Harry E. Snyder

STATE OF KANSAS, MORRIS COUNTY, SS.

Be it remembered, That on this 7th day of January A. D. Nineteen Hundred Thirty-One before me, the undersigned, a Notary Public in and for said County and State, came Charlotte E. Snyder and Harry E. Snyder (Wife and Husband) who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In witness hereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Legal Seal

Term expires Feby. 6th 1932.

Marion E. Griesmer Notary Public

Recorded Jan. 9, 1931 A. D. at 10:35 A. M.

Edna D. Connelley Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 27th day of December in the year of our Lord nineteen hundred and thirty between Ella Crouse, E. A. Crouse, her husband; A. F. McLanahan, Virginia McLanahan, his wife, Emma M. Ross, single; J. H. Austin, single; Mary Catherine Remy, L. L. Remy her husband; George Williams, Florence Williams, his wife, and Joseph F. Williams, single of the County of Douglas and State of Kansas of the first part, and The Liberty Life Insurance Company of Topeka, Kansas, of the second part.

WITNESSETH, That the parties of the first part, in consideration of the sum of \$Seventy Six Hundred Fifty and no/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part, its successors heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas State of Kansas, described as follows, to-wit: A strip of land running from the Kansas River on the North to the South line of Section 30 Twp. 11, Range 12, off west side of said Sec. 30 wide enough to make 30 acres exclusive of Right of Way of A. T. & S. Fe. Railway across said land, and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Lots 3 and 4 in Sec. 30; and Lot 1, in Sec. 31 all in Twp. 11 Range 12 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 indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises; and that they will warrant and defend the same against the lawful claims of all persons.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$750.00 Seventy Six Hundred Fifty and no/100 Dollars and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said parties of the first part payable to The Liberty Life Insurance Co., Topeka, Kansas, with interest payable semi-annually on the first day of January and July in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$2200.00 in some approved Insurance Company, payable; in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

NOW, If such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or its assigns, interest at the rate of ten per cent per annum computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments with interest at ten per cent per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part its executors, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, Appraisalment Waived or not at the option of the party of the second part, and out of the moneys arising from such sale to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

Reg. No. 1149.
Fee Paid \$19.00

Filed for Record 1931 Jan 14 1931
in compliance with Act of 1915, ch. 609
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