

SAM L. BODSWORTH STATIONERY CO. KANSAS CITY, MO. 64104

cent per annum, and thereafter on the said sum of \$4000 from June 8, 1931 until paid at the rate of five and one-half per cent per annum, payable semi-annually.

And the parties hereto hereby agree that said note and mortgage shall continue a first lien upon said premises and shall remain in force, with all their covenants and conditions, except as herein modified.

IN WITNESS WHEREOF, the said Fred H. Nace and Clara B. Nace, his wife, have hereunto set their hands this fourth day of June A. D. 1931.

In presence of
G. E. McLanehan
Edna Lesswell

Fred H. Nace
Clara B. Nace

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

Be it remembered, that on this fourth day of June A. D. 1931 before the undersigned J. W. Kreider a Notary Public, in and for the County and State aforesaid, duly commissioned and qualified, personally came Fred H. Nace and Clara B. Nace, his wife; who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors; and such persons duly and severally acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

Legal Seal

My commission expires Jan. 8th 1934.

J. W. Kreider Notary Public

Recorded June 9, A. D. 1931 at 8:30 A. M.

Edna B. Creighton

Register of Deeds

MORTGAGE

THIS INDENTURE, Made the 1st day of June A. D. 1931 between William A. Hegner and Bessie Hegner, his wife parties of the first part, and Collins Mortgage Company, a corporation, party of the second part, WITNESSETH, That the said parties of the first part in consideration of Sixteen Hundred and no/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas to-wit:

East Half of the Northeast Quarter of Section Three (3) Township Fifteen (15) South Range Eighteen (18) East of the Sixth Principal Meridian

and containing 80 acres, more or less.

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, its successors or assigns forever.

And the said parties of the first part 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, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said Collins Mortgage Company for money borrowed in the principal sum of Sixteen Hundred and no/100 Dollars, to secure the payment of which, the parties of the first part, have executed and delivered to the said Collins Mortgage Company a certain promissory note in the sum of Sixteen Hundred and no/100 Dollars, bearing even date herewith and payable to the order of the Collins Mortgage Company, its successors or assigns, according to the tenor and effect of said note, with interest thereon from June 1st, 1931 to maturity at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable semi-annually until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of the insurable value of said buildings, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance conditions) with loss if any payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof, deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which satisfaction the parties of the first part agree to pay otherwise to remain in full force.

Reg. No. 1329
Fee Paid \$14.00

The foregoing instrument was recorded on June 11, 1931 at 11:00 A.M. in Book 179, Page 278