

KANSAS MORTGAGE

THIS MORTGAGE, Made this 15th day of November in the year of Our Lord One Thousand Nine Hundred thirty-two by and between Andy J. Tanner and Leo C. Tanner, husband and wife of the County of Jackson and State of Missouri parties of the first part, and The Kemper Investment Company, a Missouri Corporation, party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Seven thousand and no/100 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 forever, all of the following described tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

All of the Southwest Quarter of Section Thirty-two (32), Township Thirteen (13), Range Twenty (20), in Douglas County, State of Kansas; also all of the Southeast Quarter of the Southeast Quarter of Section Thirty-one (31), Township Thirteen (13), Range Twenty (20), less one acre described in Book 45 at Page 365, in the office of the Register of Deeds of Douglas County, Kansas; also all of the North Half (½) of the Southeast Quarter of Section Thirty-one (31), Township Thirteen (13), Range Twenty (20), in Douglas County, in the State of Kansas; containing Two Hundred Seventy-nine (279) acres more or less.

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

WHEREAS, Andy J. Tanner and Leo C. Tanner the said parties of the first part have this day made, executed and delivered to the said party of the second part two Promissory Notes of even date herewith, by which they promise to pay to the said The Kemper Investment Company or order, for value received Date to maturity at the rate of five and one-half per cent per annum, payable semi-annually, as evidenced due on the 15th days of May and November in each year, both principal and interest notes are payable at the office of The Kemper Investment Company, Kansas City, Mo. and bear interest from maturity until paid at the rate of ten per cent per annum, payable semi-annually. Privilege is hereby given to pay \$100.00 or any multiple thereof at any interest paying date

NOW, If the said Andy J. Tanner and Leo C. Tanner shall well and truly pay, or cause to be paid, the sums of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums 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 sums and interest shall, at the option of said party of the second part or of every nature which are or may be assessed against said land and appurtenances, or either of them, like manner the said notes, and the whole of said sums 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, its successors and assigns, shall be entitled to a judgment for the sums due 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 them, at which sale, appraisal, 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 their own expense from the date of the execution of this Mortgage until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings 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 Seven Thousand and no/100 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 its 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 ten 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 hereby covenant and agree that at the delivery hereof said Andy J. Tanner and Leo C. Tanner 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 party of the second part its successors 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.

Andy J. Tanner
Leo C. Tanner

STATE OF MISSOURI)
COUNTY OF JACKSON) SS.

BE IT REMEMBERED, That on this 17th day of November A. D. 1932, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Andy J. Tanner and Leo C. Tanner his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

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

Legal Seal
Term expires September 10th, 1935 (1935)

Bessie L. Warford
Notary Public

Recorded Nov. 18, A. D. 1932 at 11:20 A. M.

Reuben C. Armstrong Register of Deeds

Page No. 2421
File No. 41788

ATTEST
Neville H. Clark
Register of Deeds

I, JOHN GALLAGHER, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein mentioned was rendered by the said District Court on the 17th day of November, 1932, and that the same is duly recorded in the office of the Register of Deeds of said County, Kansas, at page 569 of Book 17 of said Register of Deeds.