

MORTGAGE No. 77

605

KANSAS MORTGAGE

THIS MORTGAGE, Made this 16th day of February in the year of Our Lord One Thousand Nine Hundred Thirty Three by and between Addie E. Eldridge and James E. Eldridge, her husband, and James E. Eldridge a single man, of the County of Johnson and State of Kansas parties of the first part, and Noah Hetrick party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of One Dollar to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, unto the said party of the second part, and by these presents do grant, bargain, sell and convey described tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter of the Northeast Quarter of Section Twenty One (21), Township Twelve (12) South, Range Nineteen (19) East of the Sixth P. M. Also the South Ten (10) acres of the West Fifty Three (53) acres of the Southeast Quarter of Section Sixteen (16), Township Twelve (12), Range Nineteen (19), all in said County of Douglas, State of Kansas.

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, 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 Noah Hetrick or order, for value received TWO THOUSAND DOLLARS, due February 16th 1938 with interest from date, until paid at the rate of six per cent per annum, payable semi-annually, note and multiple thereof at any interest paying date.

NOW, if the said Parties of the First Part 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, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of 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 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, forclosing all rights and equities in and to said premises 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 their own expense 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 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 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.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said Parties of the First Part 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 his heirs 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.

Executed and delivered in presence of

Addie E. Eldridge
James E. Eldridge
James B. Eldridge

State of Missouri }
County of Jackson } SS.

BE IT REMEMBERED, That on this 16th day of February, A. D. 1933, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Addie E. Eldridge and James E. Eldridge and James B. Eldridge 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, and said James E. Eldridge declared himself single and unmarried.

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 January 21, 1936.

Eugene McD. Colvin
Notary Public

Recorded March 15th, A. D. 1933 at 2:00 P. M.

Register of Deeds

Doc. No. 2670
Pa. File 588

Received August 7, 1941

Noah Hetrick

Register of Deeds

THE FOLLOWING IS INDEXED ON THE ORIGINAL INSTRUMENT

April 24, 1941

Received of James E. Eldridge

the sum of Two Thousand Dollars, in full

satisfaction of the within Mortgage.

Noah Hetrick

\$2000.00

Received of

James E. Eldridge

the sum of

Two Thousand Dollars, in full

satisfaction of the within Mortgage.