

MORTGAGE RECORD No. 79

Reg. No. 2387
Fee Paid 17.50

MORTGAGE

THIS MORTGAGE, Made this 8th day of March in the year of Our Lord One Thousand Nine Hundred and Thirty-four by and between N. T. VATCH, JR. and AMARETTE W. VATCH, his wife, of the County of Jackson and State of Missouri parties of the first part, and SUMMER 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 (\$7,000.00) DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is heroby 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 its successors 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 the Southwest Quarter (SW¹/₄) of Section Thirteen (13), and the Southeast Quarter (SE¹/₄) of Section Fourteen (14), both in Township Fourteen (14), Range Eighteen (18), containing 320 acres more or less, in Douglas County, 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 its successors and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said have this day executed and delivered their certain promissory note in writing to the party of the second part, payable at the office of the James B. Welsh Realty and Loan Company, Kansas City, Missouri, as follows, to-wit:

\$7,000.00

Kansas City, Mo., March 8, 1934.

Five years after date hereof, for value received he promise to pay to the order of Summer Investment Company, the principal sum of SEVEN THOUSAND AND NO/100 DOLLARS, lawful money of the United States of America, with interest thereon from date at the rate of Five and One-half per cent. per annum until due, payable semi-annually, on the Eighth days of September and March of each year, according to the tenor of ten interest notes for \$192.50 each, bearing even date herewith; the principal and interest payable at the office of the James B. Welsh Realty and Loan Company, Kansas City, Missouri. And if default be made in the payment of any part of said debt, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders hereof, become at once due and payable without notice. This note is given for an actual loan of the above amount, and is secured by a Mortgage of even date herewith, which is a first lien on the property therein described. Both this note and said interest notes are to bear interest at the rate of eight per cent. per annum after maturity. Privilege given to pay \$250.00, or any multiple thereof, at any interest paying period, by giving thirty days' written notice, and the amount so paid shall cease to bear interest.

Signed: N. T. Vatch, Jr. - Amarette W. Vatch."

NOW, if the said N. T. Vatch Jr., and Amarette W. Vatch 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, 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, or 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 said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; 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 sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent. per annum from the date of payment of said sums, and costs, 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 the said parties of the first part, their heirs and assigns, and all persons claiming under them. 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 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 \$4,000.00, both fire and windstorm, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said 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 be enforced and collected in the same manner as the principal debt hereby secured.

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, 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 claims of all persons whomsoever. The insurance on said property to be written in companies designated and approved by the James B. Welsh Realty and Loan Company.

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

N. T. Vatch Jr. (Seal.)
Amarette W. Vatch (Seal.)

State of Missouri, County of Jackson, ss.

BE IT REMEMBERED, that on this 8th day of March, A. D. 1934, before me, the undersigned, a Notary Public in and for said County and State, came N. T. Vatch, Jr. and Amarette W. Vatch, his wife, who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

Legal Seal

My commission expires February 18, 1936.

Margaret H. Hess
Notary Public in and for said State and County.

Recorded March 14, A. D. 1934 at 3:45 P. M.

Register of Deeds

This Release
was written
on the original
Mortgage

entered
this 20 day
of March
1934

Notary Public
Margaret H. Hess
State of Missouri

The following is entered on the original instrument:
Business Men's Assurance Company of America
Mortgage fully paid, principal and interest, and building the Registry Book of Douglas County, Kansas,
Dated at Kansas City, Missouri, March 16, 1934. Business Men's Assurance Company of America
By Grant Lawrence Seal.
(Copy Seal)