

MORTGAGE RECORD No. 79

Receiving No. 612

MORTGAGE

Reg. No. 117
Fees, \$7.50

THIS MORTGAGE, Made this 23rd day of May in the year of Our Lord One Thousand Nine Hundred and Thirty-five by and between N. T. VEATCH, JR., and ANARETTE VEATCH, his wife, of the County of Jackson and State of Missouri parties of the first part, and SUMNER 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 THREE THOUSAND AND NO/100 (\$3,000.00) - - - - - 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 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 tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Tract No. 1: The South Half of the Northwest Quarter and the East Thirty (30) acres of the North Half of the Northwest Quarter of Section Thirteen (13), also Twenty (20) acres described as follows: Beginning Twenty (20) rods East of the center of the West line of said Northwest Quarter of Section Thirteen (13); thence East Eighty (80) rods; thence North Forty (40) rods; thence West Eighty (80) rods; thence South Forty (40) rods to place of beginning, all in Township Fourteen (14) S, Range Eighteen (18) E. And also all that portion of the South half of the Northeast Quarter of Section Fourteen (14), Township Fourteen (14), Range Eighteen (18), North of a certain public road running southeasterly through said South Half of the Northeast Quarter of Section Fourteen (14), Township Fourteen (14), Range Eighteen (18). All of the above land is transferred less the amounts enclosed by the Lone Star State Lake and Park. The above described tract contains 142 acres more or less.

Tract No. 2: All of the Southwest Quarter of Section Thirteen (13), and the Southeast Quarter of Section Fourteen (14), both in Township Fourteen (14), Range Eighteen (18), containing 320 acres, more or less, in Douglas County, Kansas.

Tract No. 2 only being subject and second to a prior mortgage dated March 8, 1934, recorded in Book 79 of Mortgages, at Page 158, in the office of the Register of Deeds for 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 N. T. Veatch, Jr., and Anarette Veatch have this day executed and delivered their certain promissory note in writing to the party of the second part, payable at office of James B. Welsh Realty and Loan Company, Kansas City, Missouri, as follows, to-wit: "Five years after date hereof, for value received, We promise to pay to the order of Sumner Investment Company, the principal sum of Three Thousand and No/100 Dollars, (\$3,000.00), lawful money of the United States of America, with interest from date at the rate of Five per cent. per annum until due, payable semi-annually, on the Twenty-third days of November and May in each year, according to the tenor of Ten interest notes for Seventy-five and No/100 Dollars (\$75.00) 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 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 is 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."

NOW, if the said N. T. Veatch, Jr., and Anarette Veatch 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 foreclosure 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 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.

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
J. J. Wafer
Helen Aiken Adams

N. T. Veatch Jr.
Anarette Veatch

This Release
was written
in the original
for these 2
pages and
is hereby
certified
as correct
1st of June
1935

For assignment in Book 79, page 158
Borrower: N. T. Veatch, Jr. & Anarette Veatch
Lender: Sumner Investment Company
Date of Release: June 1, 1935
Sumner Investment Company
Grand Release
Sumner