

MORTGAGE

THIS MORTGAGE, Made this Eighth day of February in the year of Our Lord One Thousand Nine Hundred Thirty-eight by and between J. R. Good and Hattie B. Good, his wife, of the County of Douglas and State of Kansas parties of the first part, and Waggener Paint 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 \_\_\_\_\_ 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 tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lot No. 157 in Block 55, West Lawrence in the City of Lawrence, subject to mortgage in favor of Lawrence Building & Loan Association due in the approximate amount of \$100.00

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, J. R. Good and Hattie B. Good, 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 Waggener Paint Company or order, for value received Three Hundred Ninety-nine and 81/100ths (399.81) - - DOLLARS, with interest from date at the rate of six (6) per cent per annum, payable in monthly installments of Fifteen Dollars (\$15.00) each, payable at the office of Waggener Paint Company, North Kansas City, Missouri.

NOW, if the said J. R. Good and Hattie B. Good, 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 or any renewal or extension thereof, then these presents shall be null and void. But if said sum of money 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 or assigns, 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 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, 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, 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 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 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 insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Four Hundred Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said part 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 its option pay any taxes or statutory liens against said property, all of which sums with 10 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 sold, 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 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.

J. R. Good  
Hattie B. Good

STATE OF KANSAS, )  
County of Douglas ) ss.

BE IT REMEMBERED, That on this twenty-fifth day of February, A.D. 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. R. Good and Hattie B. Good, 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 seal the day and year last above written.

(SEAL) Term expires Apr. 21, 1938

L. E. Eby

, Notary Public

Recorded February 9, 1938 at 10:05 A.M.

Wardell A. Eby Register of Deeds

This release  
see the original  
mortgage  
this instrument  
entered  
on Feb. 9, 1938  
1938  
Wardell A. Eby  
Reg. of Deeds

Copy

9th Jan. 1938  
\$399.81  
Received of J. R. Good and Hattie B. Good the within named mortgage for the sum of  
Three hundred Ninety-nine and 81/100ths (\$399.81) Dollars, no further writing to be given.  
Waggener Paint Co.  
Gen. Corp. Sec. & Treas.