

MORTGAGE RECORD 85

State of Kansas, Douglas County, ss.

Be it Remembered, That on this 5 day of February A.D. 1941 before me, the undersigned, a Notary Public in and for said County and State, came John Schehrer and Regina Schehrer his wife who are personally known to me to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal, on the day and year last above written.

W C Mercier

(SEAL) Commission expires Aug. 12 1943)

Notary Public.

Recorded February 15, 1941 at 10:05 A.M.

Harold A. Rook Register of Deeds

Reg. No. 2375
Fee Paid \$1.50

Receiving No. 11490

MORTGAGE

THIS MORTGAGE, Made this 14th day of February in the year of Our Lord One Thousand Nine Hundred and forty-one by and between Mary Wandler Gordon and Jess F. Gordon, her husband of the County of Jackson and State of Missouri parties of the first part, and The Home State Bank of Kansas City, Kansas party of the second part

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Six hundred fifty 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 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:

The South One-half (½) of the Northwest Quarter (¼) of Section Twenty-four (24), Township Twelve (12), South of Range Seventeen (17) East of the Sixth Principal Meridian.

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 Mary Wandler Gordon and Jess F. Gordon, her husband have this day executed and delivered their certain promissory note in writing to the party of the second part, payable at its office in Kansas City, Kansas as follows, to-wit: (Copy of note)

This note is secured by mortgage on S½ of NW¼ of S24, Twp. 12, So. of Range 17, East of the Sixth Principal Meridian.

Kansas City, Kansas February 14, 1941
\$650.00
FOR VALUE RECEIVED, I, we, or either of us, promise to pay to the order of THE HOME STATE BANK of Kansas City, Kansas, at its office the sum of Six hundred fifty and no/100 Dollars, \$650.00 in monthly installments payable as follows, to-wit: Twenty-five and no/100 Dollars on the 17th day of March, 1941 and Twenty-five and no/100 Dollars on the 17th day of each succeeding month thereafter until the whole sum named is fully paid, with interest from this date on the unpaid principal balance at the rate of six percent per annum and which interest is included in each installment and to be first deducted therefrom. If default is made in the payment of any installment when due, then all the remaining installments shall, at the option of the holder, become due and payable at once and bear interest at eight percent per annum. Privilege is given to pay two or more installments at any monthly payment date.

We the makers, endorsers, assignors and sureties, severally waive presentment for payment, demand, protest and notice of protest for non-payment of this note, either in whole or in part.

Mary Wandler Gordon
Jess F. Gordon

NOW, if the said Mary Wandler Gordon and Jess F. Gordon, her husband 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 their 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 None Required Dollars, 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 to 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.

Mary Wandler Gordon
Jess F. Gordon

*The Home State Bank of Kansas City, Kansas
The mortgage was made with in name, do hereby certify that the within
mortgage is fully paid, with interest, and cancelled by order of Douglas County, Kansas
To file charge of said mortgage to Kansas City, Kansas March 19 - 1941
The Home State Bank of Kansas City, Kansas
(Copy Seal)*

This Release
was written
in the original
mortgage
and is
not a copy
of the
original
mortgage
filed of
Dover