

MORTGAGE RECORD 88

Receiving No. 15112

Fee paid in Wyandotte
County

MORTGAGE

This INDENTURE, Made this 1st day of June, 1942, by and between C. Bliss Darnall and his wife, Celia B. Darnall, of the County of Wyandotte and State of Kansas, and The Quindaro State Bank, a corporation, of the County of Wyandotte and State of Kansas,

WINTESSETH, That the Mortgagor, for and in consideration of the sum of One Thousand Five Hundred & No/100--- DOLLARS, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the mortgagee its successors and assigns forever, all of the following described real estate situated in the County of Wyandotte and State of Kansas, to-wit:

Lots Seventy-seven (77) to One Hundred Two (102) inclusive B. T. Brewster's Farms, a subdivision of land in Wyandotte County, Kansas; and
Lots one (1) Two (2) Nineteen (19) and twenty (20) in Block one hundred eighty three (183) in City of Eudora, Douglas County, Kansas.

To Have and To Hold the premises described, with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, including any right of homestead, land, and rights reverting to the herein described tracts on roads, street, railroads, and other easements or rights of way being vacated, abandoned, or otherwise ceasing to exist and every contingent right or estate therein, and the rents, issues and profits, of said mortgaged premises; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators screens, screen doors, awnings, blinds, and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as a part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate whether such apparatus, machinery, fixtures, or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels, and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of in and to the mortgaged premises unto the Mortgagee forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises here by conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This Mortgage is given to secure the payment of the principal sum of --- Dollars, One Thousand Five Hundred and No/100 (\$1,500.00) evidenced by a certain promissory note of even date, this day executed and delivered to the Mortgagee, payable to the order of The Quindaro State Bank, Kansas City, Kansas, as follows, to-wit:

This note is secured by real estate mortgage on Lots 1, 2, 19 & 20 in Block 183, in City of Eudora Douglas County, Kansas; and lots 77 to 102 Inclusive, B. T. Brewster's Farms, Wyandotte Co. Kansas.
Kansas City, Kansas June 1, 1942

June 1, 1944--- after date, for value received, we promise to pay to the order of The Quindaro State Bank, Kansas City, \$1,500.00 One Thousand Five Hundred and No/100 ---Dollars at 1900 Quindaro Boulevard, Kansas City Kansas with interest as six per cent. per annum from date until paid.

Interest payable Semi-annually.

Due June 1, 1944

C Bliss Darnall
Celia B Darnall

Now, if the said Mortgagor 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 the Mortgagee, 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 Mortgagee; its successors and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sum paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the Mortgagor, his heirs and assigns, and all persons claiming under him, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by the Mortgagor. And the Mortgagor shall and will at his 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 land, insured, in some responsible insurance company satisfactory to the Mortgagee, against loss by fire wind or other hazards, to the amount of One Thousand Five Hundred and No/100 Dollars, for the benefit of the Mortgagee; and in default thereof the Mortgagee may effect said insurance in its own name, and the Premium, of 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. That if there shall be a default in any of the terms, conditions or covenants of this Mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises, to let the same and receive and collect the rents, issues and profits thereof, and to apply the same to the payment of all necessary charges and expenses on account of the amounts hereby secured, and such rents and profits are, in the event of any such default, hereby assigned to the holder of this mortgage. In the event of any default as herein described, this mortgage may be foreclosed. In case of foreclosure, the judgment rendered shall, at the option of the Mortgagee, provide that the whole of the said premises be sold together and not in parcels.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The term "Mortgagee" includes the successors and assigns, if any, of the mortgagee herein.

In Witness Whereof, the Mortgagor has hereunto set hand and seal the day and year first above written.
C. Bliss Darnall
Celia B. Darnall

State of Kansas, County of Wyandotte; SS

BE IT REMEMBERED That on this first day of June, 1942, before me, the undersigned, a notary public in and for said County and State, came C. Bliss Darnall and his wife, Celia Darnall personally known to me to be the identical person(s) described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of same.

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

(SEAL) My commission expires January 2, 1945

Howard Haines
Notary Public

Recorded June 27, 1942 at 10:00 A. M.

Harold A. Buck Register of Deeds

See Release in Book 84 Page 253