

DOUGLAS COUNTY

instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, 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 Guy W. Hinsen, party of the second part, or order, for value received, TWENTY THOUSAND -----and-----00/100 DOLLARS, payable upon the terms therein specified; which said note is for part of the purchase price of the premises hereinabove described, and for which this instrument is security.

PROMISSORY NOTE

Kansas City, Missouri
October 9, 1942

\$20,000.00

FOR VALUE RECEIVED, we promise to pay to GUY W. HINSEN or order, the sum of TWENTY THOUSAND and00/100 DOLLARS, at 935 Board of Trade Building, Kansas City, Missouri, or at such other place of payment as the payee hereof may designate.

This sum is to be payable as follows:

\$150.00 on the first day of June, 1943, and \$150.00 on the first day of December, 1943; and the same amount on the first days of each succeeding June and December annually, until the full payment of a promissory note of even date hereof in the sum of \$10,000, executed by the makers hereof in favor of the payee in this instrument, and secured by chattel mortgage on personal property therein described, and which is payable at \$150 per month. Upon the full payment of said chattel mortgage note the makers hereof to pay \$150 per month on this obligation, beginning with the first day of the month immediately following the full payment of said chattel mortgage note, and to continue said monthly payments of \$150 on the first day of each month thereafter until the whole of the principal sum hereof is paid in full.

Privilege is given to pay any additional amounts upon the principal hereof at any time after the above chattel mortgage note is paid out.

If default is made in the payment of any of the installments hereunder, or of any of the obligations set out in the real estate mortgage given as security herefor, the whole of the remaining principal indebtedness shall at once become due and payable.

WALTER GEORGE
VIOLA GEORGE

NOW, If the said Walter George and Viola George, first parties 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 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 such forfeiture of this Mortgage, in default of any or of the payments herein provided for, the party of the second part, his heirs, executors, administrators, 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 buildings 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 Seventeen Thousand & No/100 - - - -Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his 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 his option pay any taxes or statutory liens against said property, all of which sums with 6 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 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 incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs 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.

Executed and delivered in presence of

Walter George
Viola George

STATE OF MISSOURI, County of Jackson SS:

BE IT REMEMBERED, That on this 9th day of October A.D., 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Walter George and Viola George, 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 Notary seal the day and year last above written.

(SEAL) Term expires May 10, 1944

Florence Etem
Notary Public

Recorded Oct. 27, 1942, at 3:10 P.M.

Harold A. Beck Register of Deeds

Receiving No.