

MORTGAGE RECORD 88

interest hereof is fully paid. Each installment of \$100.00 shall be applied first to the accrued and unpaid interest on the principal sum from and after October 1st, 1945 at the rate of 5% per annum and the remainder shall be applied to the principal balance until the principal sum shall be fully paid. Both principal and interest are payable at 5915 Oakwood, Kansas City, Missouri or at such other place or places as the holder hereof may from time to time designate in writing.

If default be made in the payment of any part of said principal or interest when the same becomes due and payable, then all principal and accrued interest shall at the option of the legal holder or holders hereof become due at once due and payable without notice.

If any part of either said principal or interest be not paid at their respective due dates, or shall become due and payable by the exercise of the aforesaid option, then the same and each of the same shall thereafter bear interest until paid at the rate of ten percent (10%) per annum.

If this note is not paid when due we agree to pay a reasonable attorney fee if placed in the hands of an attorney for collection.

The makers, endorsers, sureties, guarantors and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest notice of non-payment, notice of protest, and any and all lack of diligence or delays in connection which may occur and waive all notice thereof.

Any extension of this note and/or any interest payable hereunder, either with or without notice to the makers, endorsers, guarantors or sureties thereof, if any, shall not release the makers, guarantors, or sureties, or any of them.

This note is given for an actual loan on the above amount, and is secured by a Mortgage of even date herewith, on certain real estate and personal property described therein in Douglas County, Kansas.

The performance and enforcement of this note shall be governed by the laws of the State of Kansas.

ATTEST: (CORP. SEAL)
Leonard W. Staples Secretary

THE KANSAS TEKE FOUNDATION
Thomas W. Wolfe President

ENDORSEMENT

The holders of this note, her successors, administrators, and assigns hereby extend the privilege to the makers hereof and its assigns to pay all of any part of this note on any interest date in multiples of One Hundred Dollars (\$100.00).

Opal A. Hutt

NOW, If said party of the first part shall pay, or cause to be paid, to said party of the second part her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. Party of the first part agrees to keep the improvements herein conveyed, insured in the minimum amounts of \$15000.00, with mortgage clause attached to policies in favor of second party.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this instrument to be signed on the behalf of its president and attested by its secretary and the corporate seal attached the day and year above written.

ATTEST: (CORP. SEAL)
Leonard W. Staples

THE KANSAS TEKE FOUNDATION
Thomas W. Wolfe President

STATE OF MISSOURI)
COUNTY OF JACKSON) SS

Be it remembered that on this 5 day of Jan, A.D. 1944, before me, a Notary Public in and for the aforesaid county and state, personally appeared Thomas W. Wolfe, president of the Kansas Teke Foundation, a Kansas corporation, who is personally known to me and known to me to be the president of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

(SEAL) My commission expires Jan. 20, 1946.

Dunlap Vanice Jr.
Notary Public

Recorded January 12, 1944 at 11:00 A.M.

Ward A. Beck

Register of Deeds

Barbara Seiber
Deputy

Receiving No. 19698

MORTGAGE

Reg. No. 3626
Fee Paid \$17.50

THIS INDENTURE, Made the 1st day of January, A.D. 1944, between August Ford and Linnie P. Ford, his wife; Hulda L. Ford, a single woman, parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N. Y., party of the second part;

WITNESSETH, That the said parties of the first part, in consideration of Seven Thousand and No/100 - - Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, forever, the following described Real Estate situated in the County of Douglas, and State of Kansas, to-wit:

South Half of Southwest Quarter of Northwest Quarter of Section Twenty-eight (28), also North Half of Southwest Quarter and Southeast Quarter of Southwest Quarter of Section Twenty-eight (28), Also a tract of land described as follows: Commencing at the Southwest corner of the Southeast Quarter of Section Twenty-eight (28), thence North 92 rods, thence East 2 rods, thence South 92 rods, thence West 2 rods to the point of beginning, all being in Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian and containing 140 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

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, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society of the United States for money borrowed in the principal sum of Seven Thousand and No/100 - - Dollars, to secure the payment of which the parties of the first part have executed and delivered to the said The Equitable Life Assurance Society of the United States a certain promissory note in the sum of Seven Thousand and No/100 - - Dollars,

Received to the Kansas Teke Foundation the within mortgage, mortgagee, the sum of Seven Thousand and No/100 - - Dollars in full satisfaction of the within promissory note of the said parties of the first part.

This release was written on the original mortgage entered the 24 day of October 19 53
Ward A. Beck
Reg. of Deeds
Barbara Seiber
Deputy