

MORTGAGE RECORD 88

Reg. NO. 3974
Fee Paid \$13.25

Receiving No. 21989

MORTGAGE

THIS MORTGAGE, Made this 30th day of OCTOBER in the year of our Lord One thousand Nine hundred and Forty four by and between John M. Hedrick and Mary M. Hedrick, husband and wife, and John M. Hedrick, a single and unmarried man, of the County of DOUGLAS and State of Kansas parties of the first part, and John VonAchen, party of the second part.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Fifty-three Hundred 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 his heirs 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 Hundred Acres (S.100 a.) of the Southwest Quarter (S.W. 1/4) of Section Twelve (12) Township Fourteen (14), South, of Range Twenty (20), East of the 6th Principal Meridian, Douglas County, Kansas.

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 his heirs and assigns forever; PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, John M. Hedrick and Mary M. Hedrick, husband and wife, and John M. Hedrick, a single man, have this day executed and delivered One certain promissory note in writing to the party of the second part, payable at Office of R. K. Stiles & Company, Kansas City, Kansas; as follows to-wit:

(COPY)

Kansas City, Kansas, October 30th, 1944

This note is secured by mortgage on

S. 100 acres of S.W. 1/4 of Sec. 12 Twp. 14, R. 20, Douglas Co., Kansas.

For Value Received, We promise to pay John VonAchen or order the sum of Fifty-three hundred and no/100 DOLLARS, \$5,300.00 at Office R.K. Stiles & Co., K.C.Mo., in monthly installments, payable as follows, to-wit: One hundred and no/100 Dollars on the 30th day of JULY 1945, and One hundred and no/100 Dollars on the 30th day of each succeeding sixth month thereafter, until the whole sum named is fully paid, with interest from this date at the rate of five per cent per annum. The interest on each installment, and the interest on the unpaid balance of the principal sum is to be paid at the maturity of each installment. In default is made in the payment of an installment when due, then all the remaining installments shall become due and payable at once, and bear interest at six per cent per annum. Privilege is given to pay two or more installments at any payment time. Privilege granted second parties to pay any additional amount account of principal at any monthly payment time, and thereby reduce the principal and interest indebtedness.

John M. Hedrick
Mary M. Hedrick
John M. Hedrick

NOW, If the said John M. Hedrick and Mary M. Hedrick, wife, and John M. Hedrick, 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 sums 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 sums 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 sums, 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 his heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sums 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 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 _____ 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 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 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 incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of of said party of the second part, his heirs 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.

Executed and delivered in presence of
Worden Wood
R. K. Stiles

John M. Hedrick
Mary M. Hedrick
John M. Hedrick

STATE OF KANSAS, COUNTY OF WYANDOTTE, ss.

BE IT REMEMBERED, that on this 31st day of OCTOBER A. D. 1944 before me the undersigned, a Notary Public in and for said County and State, came John M. Hedrick and Mary M. Hedrick, husband and wife; And John M. Hedrick, a single and unmarried man, who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be Their voluntary act and deed.

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 September 13th, 1945.

R. K. Stiles
Notary Public

Recorded November 2, 1944 at 2:55 P. M.

Harold A. Beck

Register of Deeds

For file see Book 108, Page 640