

MORTGAGE RECORD 89

Reg. No. 4005
Fee Paid \$8.75

MORTGAGE

THIS INDENTURE, made the 29th day of November A.D., 1944 between William H. Bailes and Dora C. Bailes, his wife, of the County of Wyandotte and State of Kansas, parties of the first part, and The Union Mortgage and Investment Company, a corporation organized and existing under the laws of Kansas, located at Kansas City, Wyandotte County, Kansas, party of the second part,

WITNESSETH, that the said parties of the first part in consideration of the sum of Thirty-five Hundred and no/100 - - - dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey, and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The South One Hundred Twenty (120) Acres of the Southeast 1/4 of Section Six (6), Township Fourteen (14), South of Range Twenty-one (21), East of the 6th P.M. less the following described tract: Beginning at the Southeast Corner of Said Section; thence North 1960 feet; thence West 889 feet; thence South 1960 feet to the South boundary of said Section; thence East 889 feet to the beginning, said excepted tract containing 40 acres

Makers have the privilege of paying \$100.00 or more, in even hundreds, after one year, on any interest payment date.

To have and to Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein and all land reverting to said real property on streets and public grounds adjacent thereto having been or hereafter being vacated, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the Said parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that if the said parties of the first part shall pay, or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of \$3500.00 payable as follows: Principal Note No 4325 "A", for \$300.00, due December 1, 1947; and Principal Note No 4325 "B", for \$300.00, due December 1, 1950; and Principal Note No 4325 "C", for \$2900.00, due December 1, 1954. with interest thereon at the rate of Five per centum per annum, payable on the First day of June and December in each year, together with interest at the rate of ten per centum per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said William N. & Dora C. Bailes and payable at the office of THE UNION MORTGAGE AND INVESTMENT COMPANY, in Kansas City, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay or cause to be paid the principal sum and interest above specified in manner aforesaid, together with all costs and expenses of collection, and all costs and expenses, including attorney's fees, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said parties of the first part do further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the state of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured to the amount of \$2000.00 against loss by fire and \$2000.00 against loss by windstorms, in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them, all policies of insurance on said buildings, and the renewals thereof.

And it is agreed by said first parties that the party of the second part, its successors or assigns, may make any payment necessary to remove or extinguish any prior outstanding title, lien or encumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessment charged against said property, and may insure said property, if default be made in the covenant to insure; and sums so paid and all other sums paid by second party, its successors and assigns, under the covenants or agreements in this mortgage, shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered with interest at ten per centum per annum in any suit for the foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold without appraisement.

And the parties of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of any promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of the said premises be sold together and not in parcels.

And in case of default of payment of any sum herein covenanted to be paid for thirty days after the same becomes due, or in default of performance of any covenant herein contained, said first parties agree to pay to second party or its assigns, interest at the rate of ten per centum per annum on said principal note from the date of such default to the time when the money shall be actually paid.

In Witness Whereof the said parties of the first part have hereunto set their hands the day and year first above written.

William N. Bailes
Dora C. Bailes

State of Kansas)
County of Wyandotte) ss

On this 29th day of November A.D. 19 , before me a notary public in and for said county personally appeared William N. Bailes and Dora C. Bailes, his wife, to me known to be the persons names in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS, my hand and official seal, the day and year last above written.

(SEAL) My commission expires May 1, 1946

Doris J. Loy
Notary Public

Recorded November 30, 1944 at 4:55 P.M.

Register of Deeds

This release
was written
on the original
mortgage

entered
this 23 day
of July
19 57

Harold A. Buck
Barbara L. Baker