

MORTGAGE RECORD 89

Receiving No. 23835

Reg. No. 4234
Fee paid 12.50

MORTGAGE

This Mortgage, Made this 22nd day of June in the year of Our Lord One Thousand Nine Hundred Forty-five by and between JOSEPH F. MADL and BARBARA MADL, his wife, of the County of Douglas and State of Kansas parties of the first part, and NATIONAL FIDELITY LIFE INSURANCE COMPANY party of the second part.

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Five thousand 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 their successors, 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 Northwest Quarter (NW $\frac{1}{4}$) of Section Eleven (11), the Southwest Quarter (SW $\frac{1}{4}$) and, the West Sixty (60) acres of the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), all in Township Fifteen (15) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian, subject to a water right agreement to the City of Baldwin, Kansas, recorded in Book 90, at page 296 of the records of the Recorder of Deeds for 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 its successors and assigns forever, provided always, and this 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 one promissory note of even date herewith, by which they promise to pay to the said National Fidelity Life Insurance Company or order, for value received Five thousand Dollars in words & figures as follows:

NO. 3004
Dated at Baldwin, Kansas

FIRST MORTGAGE
REAL ESTATE PROMISSORY NOTE

\$5,000.00
June 22nd, 1945.

FOR VALUE RECEIVED the undersigned promise(s) to pay to the order of National Fidelity Life Insurance Company the principal sum of Five thousand and no/100 DOLLARS (\$5,000.00) legal tender of the United States of America, payable as follows:

\$200.00 on July 1st, 1946	\$200.00 on July 1st, 1951
\$200.00 on July 1st, 1947	\$200.00 on July 1st, 1952
\$200.00 on July 1st, 1948	\$200.00 on July 1st, 1953
\$200.00 on July 1st, 1949	\$200.00 on July 1st, 1954
\$200.00 on July 1st, 1950	\$200.00 on July 1st, 1955

and also interest on said principal sum to be computed from June 22nd 1945, (in all such computations due credit to be taken for all payments upon the principal of this note theretofore made) at the rate of Four per centum (4%) per annum, payable on the first day of January, 1946, and thereafter on the first day of each succeeding January and July until the said principal sum is fully paid. Both principal and interest payable at the office of National Fidelity Life Insurance Company, 1002 Walnut Street, Kansas City, 6, Mo. or at such other place as the legal holder hereof may from time to time designate in writing.

If default be made (a) in the payment of any part of said principal or interest when the same becomes due and payable or (b) in the performance of any of the covenants in the Mortgage or Deed of Trust referred to below, then and in either such event, all principal and accrued interest shall at the option of the legal holder or holders hereof become at once due and payable without notice.

If any part of either said principal or interest by 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 Eight per centum (8%) per annum. If this note is not paid when due, the undersigned agree(s) to pay a reasonable attorney's 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 collection which may occur.

The makers, endorsers, sureties, guarantors and all other persons who may become liable for the payment hereof expressly consent and agree to all extensions of time of payment hereof from time to time or after maturity, and waive all notice thereof and any extension of this note or interest payable thereunder shall not release said person or any of them either with or without notice thereof.

This note is given for an actual loan of 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.

Borrowers reserve the right to pay additional amounts on this Note including the prepayments set forth above, of a total of \$1,000.00 in any one calendar year of this note during the first 5 years and any additional amount paid in any one year exceeding the \$1,000.00 shall be paid with a bonus of $\frac{1}{2}$ of 1% such amount so paid. This right is not cumulative. After 5 years borrowers may repay all or any part of the remaining unpaid balance on any interest date.

Joseph F. Madl
Barbara Madl

principal and interest notes are payable at and bear interest from maturity until paid at the rate of per cent per annum, payable semi-annually.

NOW, If the said Joseph F. Madl and Barbara Madl, his wife, 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 upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided, for the party of the second part, its successors executors, administrators and 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, appraisalment 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 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 lands, insured in responsible insurance company designated by Second party duly authorized to do business in the State of Kansas, to the amount of Five thousand and 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 its own name, and the premium or premiums, cost, 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 8 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 do hereby covenant and agree that at the delivery hereof said Joseph F. Madl and Barbara Madl, are the lawful owners of the premises above granted and seized of a good and

5-22-00
Received of Joseph F. Madl and Barbara Madl the sum of Five thousand and no/100 Dollars in full of the principal and interest on the above described mortgage, and the same is hereby acknowledged to be paid in full of the principal and interest on the above described mortgage.
(Joseph F. Madl)
Barbara Madl
Joseph F. Madl
Barbara Madl
This release was written on the original mortgage entered this 25th day of August 1948
Notary Public
Douglas County, Kansas