

MORTGAGE

THIS INDENTURE, made the 8th day of August A.D. 1945 between W. E. Palmer and Emma H. Palmer, husband and wife, of the County of Monroe and State of Missouri, 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 Two Thousand and no/10 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 Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-three (23), Township Thirteen (13) South of Range Twenty (20) East of the 6th P.M. in Douglas County, Kansas

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 \$2000.00 payable as follows:

Principal Note No. 4396 "A", for \$200.00, due August 15, 1946; and
Principal Note No. 4396 "B", for \$200.00, due August 15, 1947; and
Principal Note No. 4396 "C", for \$200.00, due August 15, 1948; and
Principal Note No. 4396 "D", for \$200.00, due August 15, 1949; and
Principal Note No. 4396 "E", for \$1200.00 due August 15, 1950.

with interest thereon at the rate of Five per centum per annum, payable on the Fifteenth day of February and August 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 W. E. Palmer and Emma E. Palmer 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 attach thereto; also to abstain from the commissions 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 the loss by wind-storms, 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 assessments 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 said 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 of 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 herunto set their hands the day and year first above written.

W. E. Palmer
Emma H. Palmer

STATE OF KANSAS)
COUNTY OF WYANDOTTE)SS.

On this 9th day of August A.D. 1945, before me a notary public in and for said county, personally appeared W. L. Palmer and Emma E. Palmer, husband and wife, to me known to be the persons named 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.

Doris J. Lay
Notary Public

(SEAL) My commission expires May 1, 1946.

Recorded August 10, 1945 at 10:00 A.M.

Harold T. Beck Register of Deeds

[Handwritten:] This volume was written on this or about [unclear] at [unclear]

[Handwritten:] 1848
of 26 - say [unclear]
[Signature]

[Handwritten:] Received of Reg. of Deeds
[Signature]