

MORTGAGE RECORD 89

STATE OF KANSAS
COUNTY OF SS:

Be it Remembered, that on this 7th day of June, 1946 before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Ira L. Grover and Mabel E. Grover, his wife, to me personally known to be the same person who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

In Witness Whereof, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(Seal)
My commission expires Dec. 31, 1948

Pearl Enick
Notary Public

Recorded on June 7th 1946 at 4:00 P. M.

Harold A. Beck Register of Deeds

Receiving No. 28412

MORTGAGE

Registration No. 4538
Fees Paid \$12.50

This Mortgage, Made this 5th day of June in the year of Our Lord, One Thousand Nine Hundred and forty six by and between John L. Strandberg, Jr., a single person of the County of Jackson and State of Missouri party of the first part, and Traders Gate City National Bank of Kansas City, a corporation organized and existing under the laws of the United State of America, party of the second part.

Witnesseth, that said party of the first part, for and in consideration of the sum of Five Thousand & no/100 Dollars to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to its 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:

Lots Seventeen (17) and Eighteen (18) in Block Five (5) of Haskell Place, an Addition to the City of Lawrence

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

Whereas, the said John L. Strandberg, Jr. has this day executed and delivered a certain promissory note in writing to the party of the second part, payable at Traders Gate City National Bank, Kansas City, Missouri, as follows, to-wit: Exact copy of note attached hereto and made a part hereof.

Kansas City, Mo. June 5, 1946

Six months after date, for value received promise to pay to the Traders Gate City National Bank of Kansas City, or order, Five Thousand & no/100 - - - - - Dollars, at its banking office in Kansas City, Mo., with interest at the rate of six (6) per cent from date until paid, and a further sum of ten (10) per cent on the amount unpaid as an attorney's fee in case this note is not fully paid at maturity and the same is placed in the hands of an attorney for collection.

All endorsers and other parties directly or contingently liable hereon severally waive presentment for payment, demand, protest and notice of non-payment of this note, and agree that the same may, if the holders shall consent, be extended, in whole or in part, without notice and without releasing any such endorser or other party.

Signed John L. Strandberg, Jr.

No. if the said John L. Strandberg, Jr. 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, 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 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 its heirs, 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, 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 party of the first part, his heirs and assigns, and all persons claiming under him. And the said party of the first part shall and will at his 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 building 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 Five Thousand and no/100 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 its 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 party of the first part does hereby covenants and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

John L. Strandberg, Jr.

STATE OF KANSAS
COUNTY OF DOUGLAS, SS

Be it remembered, that on this 6th day of June A.D. 1946, before me the undersigned, a Notary Public, in and for said County and State came John L. Strandberg, Jr., a single person who is personally known to me to be the identical person described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be his 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 June 26, 1947.

C. B. Rosford
Notary Public

Recorded on June 7, 1946 at 10:20 A.M.

Harold A. Beck Register of Deeds

Traders Gate City National Bank & Trust Co. is the mortgagee herein. It is the policy of this office to file all mortgages and other instruments which are recorded in this office. It is the policy of this office to file all mortgages and other instruments which are recorded in this office.

This release was written on the original mortgage entered this 7 day of June 1947
Harold A. Beck
Reg. of Deeds
Deputy