

MORTGAGE RECORD 89

Registration No. 5056
Fee Paid \$16.00

Receiving No. 29084

This Mortgage, Made this 20th day of July in the year of Our Lord, One Thousand Nine Hundred and Forty six, by and between Edward S. Keller and Shirley I. Keller, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and Traders Gate City National Bank of Kansas City, a corporation organized and existing under the laws of the United States of America party of the second part.

Witnesseth. That said parties of the first part, for and in consideration of the sum of Six Thousand Four Hundred & 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 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:

West half of Lots 11 and 12, Block 10, Haskell Place, an addition to the City of Lawrence, Douglas County, Kansas.

Rider to Deed of Trust or Mortgage

First parties agree, in order to more fully protect the security of this mortgage, that they will deposit with the Third Party or assigns, together with and in addition to the monthly payments under the terms of the note secured hereby, on the same date that the monthly payments under said note are due and payable until all sums secured by this mortgage are fully paid, a sum equal to one-twelfth (1/12) of the known or estimated yearly taxes and assessments levied or to be levied against said property, and also one-twelfth (1/12) of the known or estimated yearly premiums that will become due and payable to maintain the insurance in force on said property. Third Party or assigns shall hold such sums in trust, without obligation to pay interest thereon, to pay such insurance premiums, taxes and assessments when due. If the total of the monthly payments as made under this provision shall exceed the amount necessary to pay such insurance premiums taxes and assessments, as the case may be, such excess shall be credited on subsequent payments of the same nature; but if said total sums shall be insufficient to pay such insurance premiums, taxes and assessments when due, then said First Parties shall pay to Third Party or assigns the amount necessary to make up the deficiency upon demand. If, in accordance with the terms of the note secured hereby, said First Parties shall make full payment of said note, Third Party or assigns will refund the balance of funds accumulated under the provisions of this paragraph. To the extent that all the provisions of this paragraph for such payments of insurance premiums, taxes and assessments to Third Party or assigns are complied with, said First Parties shall be relieved from compliance with such covenants in this mortgage, and/or in the note secured hereby, as provide for the payment of insurance premiums, taxes and assessments by said First Parties; but nothing in this paragraph contained shall be construed as in anywise limiting the right of Third Party or assigns, at option, to pay any insurance premiums, taxes and assessments when due. In the event of default in payment of any monthly or other installment of insurance premiums, taxes and assessments, as provided in this paragraph or in the event of default in making payment of the amount necessary to make up a deficiency in such monthly payments, as hereinbefore provided, Third Party or assigns shall have the same right, at option, to invoke any and all of the rights and remedies provided in this mortgage, or in the note secured hereby, as for defaults in the performance of any other terms, conditions, agreements or covenants contained in this mortgage and/or in the note secured hereby.

This rider attached to and forming part of mortgage dated July 20, 1946, for \$6400.00 is identified with said mortgage by the following signatures:

Edward S. Keller
Shirley I. Keller

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 Edward S. Keller and Shirley I. Keller, husband and wife, have this day executed and delivered their certain \$6400.00 promissory note in writing to the party of the second part, payable at Traders Gate City National Bank of Kansas City, IIII Grand Ave., Kansas City, Mo. as follows, to-wit: \$33.79 on the 1st day of September, 1946 and \$33.79 on the 1st day of each succeeding month thereafter until the whole sum named is fully paid with interest from date at the rate of 4% per annum. Each installment shall be applied first in payment of interest and then on the unpaid balance of the principal sum. The final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of August, 1971. Exact copy of note attached hereto and made a part hereof.

Now, if the said Edward S. Keller and Shirley I. Keller, husband and 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, 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 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 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 Six Thousand Four Hundred & 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of an 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 said party of the second part, its 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.

Edward S. Keller
Shirley I. Keller

STATE OF MISSOURI,
COUNTY OF JACKSON, SS:

Be it remembered that on this 20th day of July A. D. 1946, before me the undersigned, a -- in and for the said County and State, came Edward S. Keller and Shirley I. Keller, husband and wife, who are

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled this 2nd day of October, 1947
The Prudential Insurance Company of America
By J. A. Anderson Vice President

This release was written on the original

16 13 day of Oct 1947
Nancy A. Galt
Reg. of Deeds