

MORTGAGE RECORD 89

TO HAVE AND TO HOLD the said real and personal property, with all and singular the tenements, hereditaments and appurtenances thereto belonging, to the Company, its successors, and assigns forever, absolutely acquitted and released of, and from, the said Deed of Trust, and the principal amount of moneys, interest and other money therein and thereby secured, or so intended to be.

IN WITNESS WHEREOF, I have hereunto set my hand as such Trustee in the City of Chanute, Kansas, this 7th day of October, A.D. 1946.

Parks Helmick
Trustee for the Bondholders of The Home
Service & Laundry Company, a Kansas
Corporation, under Deed of Trust.

STATE OF KANSAS)
COUNTY OF NEOSHO)ss.

BE IT REMEMBERED, That on this 7 day of October, A.D. 1946, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Parks Helmick, Trustee, who is personally known to me to be the Trustee for the Bondholders of the Home Service & Laundry Company, a Kansas Corporation, and who is personally known to me to be the same person who executed the above instrument of writing, and such person duly acknowledged the execution of the same as such Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Term expires June 5, 1950

Rebecca Shapter
Notary Public

Recorded October 24th, 1946 at 3:30 P.M.

Harold A. Book

Register of deeds

Receiving No. 30319

Reg. No. 5279
Fee Paid \$13.75

KANSAS MORTGAGE

THIS MORTGAGE, made this twenty-first day of October, in the year of Our Lord, One Thousand Nine Hundred Forty-six, by and between ALEX LEO and FLORENCE E. LEO, husband and wife, of the County of Jackson, State of Missouri, parties of the first part, and PAUL M. JONES, of the County of Jackson, State of Missouri, party of the second part.

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of FIVE THOUSAND FIVE HUNDRED and NO/100 (\$5,500.00) 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, convey, mortgage and warrant, unto the said party of the second part, and unto his 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:

All of the south 45 feet of Lot No. 92 and the North 25 feet of Lot No. 94 on Ohio Street, in the City of Lawrence, Douglas County, Kansas, together with the sewer easement created by the Warranty Deed dated May 19, 1939 filed for record May 23, 1939, and recorded in Book 141 at Page 427 in the office of the Recorder of Deeds in and for Douglas County, Kansas.

Subjects to restrictions, reservations, covenants and easements, if any, of record affecting the above described property.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments, appurtenances, rents, issues, profits and fixtures thereto belonging unto the said party of the second part, and to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, ALEX LEO and FLORENCE E. LEO, husband and wife, 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, of which the following is a true and exact copy:

Loan No. 46125
October 21, 1946

FOR VALUE RECEIVED, we promise to pay to the order of PAUL M. JONES, the principal sum of FIVE-THOUSAND FIVE HUNDRED and NO/100 (\$5,500.00) DOLLARS, together with interest from November 1, 1946, at the rate of four and one-half (4 1/2%) per centum per annum on the whole amount of said principal sum remaining from time to time unpaid, said principal and interest to be paid in monthly installments as follows:

FIFTY and NO/100 (\$50.00) DOLLARS on the first day of December, 1946, and \$50.00 on the first day of each succeeding month thereafter to and including October 1, 1956, such payments to be applied first in payment of interest due on the unpaid principal and the balance to be applied in reduction of the principal, and the remaining balance of principal, if any, together with interest thereon, shall be due and payable on November 1, 1956. Both principal and interest payable in lawful money of the United States of America at the office of Herbert V. Jones & Company, in Kansas City, Missouri, or at such other place as the legal holder of this note, may from time to time in writing designate.

All installments of principal and interest shall bear interest after the date when due at the rate of eight per centum per annum until paid.

This note shall become due and payable at the option of the holder hereof, without notice, immediately upon default in payment of any interest or principal herein agreed to be paid.

The drawers, endorsers and all parties to this instrument, and all who may become liable for same, severally and jointly, waive presentment for payment protest, notice of protest, notice of non-payment of this instrument demand and all legal diligence in enforcing collection.

This note is secured by a mortgage of even date herewith on property located in County of Douglas, State of Kansas.

(Signed) ALEX LEO
(Signed) FLORENCE E. LEO

NOW, if the said ALEX LEO and FLORENCE E. LEO 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 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 his 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, his heirs, executors, administrators or assigns, shall be entitled to a judgment for the sum due upon 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 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

Paul M. Jones the Mortgagee under name of the promisor and guarantor of the debt. He is not a party to the mortgage and is not bound by its terms. He is not a party to the mortgage and is not bound by its terms. He is not a party to the mortgage and is not bound by its terms.

This release was written on the original mortgage entered this 15th day of October 1946
Rebecca Shapter
Reg. of Deeds
Neosho