

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said part y 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, THOMAS E. HUGHES and GRACE HUGHES, husband and wife, the said parties of the first part have this day made, executed and delivered to the said part y of the second part their Promissory Note of even date herewith, by which they promise to pay to the said H. B. Kibler TWELVE THOUSAND (\$12,000.00) DOLLARS, due NOV. 15th 1956 with interest from date to maturity at the rate of 12 per cent per annum, payable semi-annually, as evidenced by their joint promissory note in words and figures as follows, to-wit:

COPY

\$12,000.00

Lawrence, Kansas, September 17th, 1946

FOR VALUE RECEIVED, we promise and agree to pay to the Order of H. B. KIBLER TWELVE THOUSAND (\$12,000.00) DOLLARS, with interest thereon at 12 per annum, payable semi-annually, both principal and interest to be paid at the Lawrence National Bank in Lawrence, Kansas, the principal sum to be paid in installments as follows: \$2000.00 on or before January 1, 1947, plus interest on all of said principal sum to said date, and the balance of said principal sum shall be paid in nineteen (19) semi-annual installments of \$250.00 each, the first of said installments to be paid on July 1, 1947, and a like sum on the first days of January and July of each year thereafter until November 15, 1956, and on that date all of the unpaid principal and all interest shall become due and payable. All interest accruing on the unpaid balance after January 1, 1947 shall be paid semi-annually on the first days of July and January of each year until November 15, 1956, on which date all interest accrued and unpaid shall be paid. Privilege is given the makers to pay on the principal \$500.00 or any multiple thereof at any time. In the event default shall be made in the payment of any installment on principal or interest when due, then and in that event all of said unpaid balance of said principal sum and interest shall become due and payable immediately at the election of the holder hereof. All sums that become delinquent shall bear 6% interest from date of default until paid.

Thomas E. Hughes

Grace Hughes

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NOW, if the said THOMAS E. HUGHES and GRACE HUGHES, 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 part 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 part y of the second part, his 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, 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 part of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said part of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said part of the first part. And the said part 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 TWELVE THOUSAND (\$12,000.00) Dollars, for the benefit of the said part y of the second part or his assigns; and in default thereof said part y of the second part may at his option effect such insurance in his 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 at his option pay any taxes or statutory liens against said property, all of which sums with 6 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 hereby covenant and agree that at the delivery hereof said THOMAS E. HUGHES and GRACE HUGHES, his wife, are the lawful owners of the premises above granted and seized of a good and inde feensible estate of inheritance therein, free and clear of all incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said part y of the second part his heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Executed and delivered in presence of

Thomas E. Hughes
Grace Hughes