

MORTGAGE

16-3

Hall Litho. Co., Topeka

THIS INDENTURE, Made this 34879 BOOK 94
20th day of March A. D. 1948
 between Matthew R. and Vera M. Hagen, his wife
 of Douglas County, in the State of Kansas, of the first part,
 and J. L. Hagen and Myrtle Kate Hagen
 of Shawnee County, in the State of Kansas, of the second part,
 WITNESSETH, That said parties of the first part, in consideration of the sum of Nine
Hundred and no DOLLARS
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey
 unto said parties of the second part, their heirs and assigns, all the following described Real
 Estate, situated in Douglas County, and State of Kansas, to wit:
Lots Eight, Nine, Ten, Eleven, Twelve, Twenty-three, Twenty-four,
Twenty-five and Twenty-six, in Block Eighteen, in the City of
Leocompton, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Matthew R. and Vera M. Hagen, his wife
 have this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a copy:

INSTALMENT NOTE—REAL ESTATE MORTGAGE

603-4

Hall Litho. Co., Topeka

\$ 900.00 Topeka, Kansas, March 20, 1948
 For value received, we promise to pay to the order of J. L. & Myrtle Kate Hagen
 the principal sum of Nine Hundred and no/100 Dollars (\$ 900.00),
 in Monthly instalments as follows, namely:
 Beginning on the 20th day of April, 1948, and monthly
 thereafter, the sum of Fifteen and no/100 Dollars,
 and the balance of said principal sum on the _____ day of _____, 19____,
 with interest on unpaid principal from the 20th day of March, 1948
 at the rate of 5 per cent per annum, until due, payable included in monthly payments
 day of _____ in each year.

All instalments of both principal and interest are payable at Topeka, Kansas

in lawful money of the United States of America, or at such other place as may be designated in writing by the owner and holder of this note.

Default in payment of any interest or principal when due, or failure to perform the agreements in the mortgage securing this note, shall cause the whole principal to become due and payable if the holder of this note so elects, notice of such election being expressly waived. Both principal and interest of this note shall bear ten per cent interest after maturity or default in the payment of principal or interest.

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

The makers and endorsers severally waive presentment, protest and demand, notice of protest, demand and of dishonor and non-payment of this note, and expressly agree that this note, or any payment thereunder, may be extended from time to time without in any way affecting the liability of the makers and endorsers hereof.

Prepayment Privilege: Privilege given to pay more than the stipulated monthly payment at any time.

It is understood by both parties that the monthly payments are to include interest at the rate of 5%, the first payment being due and payable on the 20th day of April, 1948, and \$15.00 on each and every succeeding month thereafter until the entire amount with interest shall have been paid.

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