

Fee \$22.00
Paid in Johnson County 33

42057 BOOK 99
BOOK 243 PAGE 399

FORM No. 1118 - Class B

SECOND

Kansas Mortgage

This Mortgage, Made this 4th day of October in the year of Our Lord One Thousand Nine Hundred Fifty by and between KENNETH O. VON ACHEN and DOROTHY E. VON ACHEN, husband and wife, of the County

of Jackson and State of Missouri, parties of the first part, and THOMAS E. HUGHES and GRACE HUGHES, his wife, parties of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of ELEVEN THOUSAND FIVE HUNDRED FIFTY-SIX AND NO/100 DOLLARS; to them in hand paid by the said parties 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 parties of the second part, and to their heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Johnson and State of Kansas, to-wit: The West 1/2 of the Northwest 1/4 of Section 11, Township 13, Range 21, in Johnson County, Kansas; and part of Section 10, Township 13, Range 21, in Douglas County, Kansas, described as follows: Beginning at the Northeast corner of the Northeast quarter of the Northeast quarter of said Section 10, thence South 60 rods, thence West 24 rods, thence North 21 rods 10 feet, thence Northeasterly to a point 10 rods West of the East line of said Northeast quarter of the Northeast quarter; thence Northeasterly to a point in the North line of said Northeast quarter of the Northeast quarter 18 rods West of the Northeast corner of said Northeast quarter of the Northeast quarter, thence East to point of beginning.

Subject to, but with the benefits of, any easements, restrictions and reservations of record;

Subject to first mortgage dated September 17, 1946, filed for record October 1, 1946, under register's file No. 35473, recorded in book 158 at page 501, executed by Thomas E. Hughes and Grace Hughes, husband and wife, to H. B. Kibler, to secure a note for \$12,000.00, with present unpaid principal balance of \$8,250.00.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said parties of the second part, and to their heirs and assigns forever, provided always, and this instrument is made, executed and delivered unto the following conditions, to-wit: WHEREAS KENNETH O. VON ACHEN and DOROTHY E. VON ACHEN, husband and wife, the said parties of the first part have this day made, executed and delivered to the said parties of the second part their Promissory Note of even date herewith, by which they promise to pay to the said THOMAS E. HUGHES and GRACE HUGHES, his wife, or order, for value received, ELEVEN THOUSAND FIVE HUNDRED FIFTY-SIX AND NO/100 DOLLARS, said note being in words and figures substantially as follows:

\$11,556.00 NOTE Kansas City, Missouri
BOOK 243 PAGE 400 October 4, 1950

For value received, the undersigned, jointly and severally, promise to pay to the order of THOMAS E. HUGHES and GRACE HUGHES, his wife, the sum of ELEVEN THOUSAND FIVE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$11,556.00) with interest from date at the rate of five per centum (5%) per annum, at the place designated by the holder or holders hereof, in monthly installments of EIGHTY AND NO/100 DOLLARS (\$80.00) payable on the first day of November, 1950, and EIGHTY AND NO/100 DOLLARS (\$80.00) on the first day of each succeeding month thereafter until the whole sum named is fully paid, except that the final payment of interest and principal, if not sooner paid, shall be due and payable on the first day of October, 1960. Each installment shall be first applied in payment of the interest and then on the unpaid balance of the principal sum.

If default is made in the payment of any of said installments on any day whereon the same is made payable, as above set out, and should the same or any part thereof remain unpaid for the space of 30 days, the balance of said principal sum, with all arrearages of interest thereon shall, at the option of the legal holder or holders hereof, become due and payable at once.

Privilege is reserved to pay two or more installments at any time, but the amount so paid in advance of any matured installment shall be applied as payment on the principal of this note.

For Release of Mortgage See Bk 112 Pg. 447

Thomas E. Hughes
Grace Hughes