

This note, all installments, and all past due interest shall bear interest after maturity at the rate of eight per centum (8%) per annum.

This note is secured by a mortgage which is a second lien on real estate situate in the Counties of Johnson and Douglas, State of Kansas.

/s/ Kenneth O. Von Achen

/s/ Dorothy E. Von Achen

wife NOW, If the said KENNETH O. VON ACHEN and DOROTHY E. VON ACHEN, 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 1st of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the tenor and assignment of any part thereof, which are or may be assigned against said land and appurtenances, of 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 parties of the second part, their 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 1st of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by said part 1st 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 1st of the first part. And the said part 1st of the first part shall and will at the expense from the date of the execution of this Mortgage until said note and interest, and all fees 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, for the amount required by parties of the second part, for the benefit of the said part 1st of the second part or his assigns; and in default thereof said part 1st of the second part may at his option effect such insurance in their 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 sum with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said part 1st of the first part hereby covenant and agree that at the delivery hereof said KENNETH O. VON ACHEN and DOROTHY E. VON ACHEN, husband and wife, at the lawful order of the premises above granted and seized of a good and lawful 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 part 1st of the second part, their 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

Kenneth O. Von Achen
Dorothy E. Von Achen

MISSOURI
STATE OF ~~KANSAS~~
County of JACKSON
day of October A. D. 19 50, before me, the undersigned, a notary public
in and for the County and State aforesaid, came
KENNETH O. VON ACHEN and DOROTHY E. VON ACHEN, husband and wife,
who are personally known to me to be the same person(s) who executed the within instrument of writing, and such parties as they acknowledged the execution of same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.
Notary Public.
Term expires Jan 22 1950

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Recorded October 24, 1950 at 2:15 P. M.

Norval A. Beck Register of Deeds