

FORM No. 1119—CLASS 1

46480 BOOK 101  
Deputies Hallway Co. 111 Walnut, Kansas City, Mo.

# Kansas Mortgage

This Mortgage, Made this 17 day of April in the

year of Our Lord One Thousand Nine Hundred Fifty-two by and between JOHN H. EMICK

and EUGENIA J. EMICK, his wife of the County

of Douglas and State of Kansas part 1st of the first part, and

CARL HOELZEL part 2 of the second part,

WITNESSETH: THAT SAID PART 1ST OF THE FIRST PART, for and in consideration of the sum of Seven Thousand Eight Hundred Fifty-eight and 80/100ths DOLLARS, to them in hand paid by the said part 2 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 part 2 of the second part, and to 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:

Beginning at a point in the South line of the North half of the Southeast Quarter (N3SE4) of Section Sixteen (16), Township Twelve (12), Range Twenty (20), One Hundred Twenty-five and Six Tenths (125.6) feet West of the Southeast corner said point also being in the West line of the right of way of Highway U.S. 40, thence West in and along the South line of the North half of said Southeast Quarter (N3SE4) two Hundred fifty-five (255) feet, thence North one Hundred Fifty (150) feet, thence East Three Hundred Twenty-six (326) feet to a point in the West line of the right of way of Highway U. S. 40, thence in a Southwesterly direction in and along the West line of the right of way of Highway U.S. 40, the same being a curved line, to the place of beginning, and containing one acre, less land taken for highway purposes.

TO HAVE AND TO HOLD the same with all and singular, the hardiments and appurtenances thereto belonging, unto the said part 2 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, John H. Emick and Eugenia J. Emick, his wife the said part 1st of the first part have this day made, executed and delivered to the said part 2 of the second part their Promissory Note of even date herewith, by which they promise to pay to the said

Carl Hoelzel or order, for value received Seven Thousand Eight Hundred Fifty-eight and 80/100ths. DOLLARS \$436.60 on ~~XXXXXX~~ May 1, 1952 and \$436.60 on the first day of each succeeding month thereafter until the whole sum is fully paid.

~~XXXXXX~~ payable at Mercantile Bank & Trust Company, Kansas City, Mo. with ~~XXXXXX~~ interest from maturity until paid at the rate of Eight per cent per annum.

NOW, If the said John H. Emick and Eugenia J. Emick, his 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 2 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 2 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 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 their own expense from the date of the execution of this Mortgage until said note and interest, and all taxes and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said land, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of \$5500.00 Dollars, for the benefit of the said part 2 of the second part or his assigns; and in default thereof said part 2 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 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.