

PROVIDED, always and these presents are upon the express condition that, whereas, Mortgagor has this day executed and delivered to Mortgagee a certain promissory note of even date herewith substantially in words and figures as follows:

(Baldwin City, Kansas)

## First Mortgage Note

\$1,000.00

No.

Kansas City, Mo. March 14, 1952

FOR VALUE RECEIVED, the undersigned promise(s) to pay to PATT MORTGAGE COMPANY, a corporation, or order, the principal sum of THIRTY-ONE THOUSAND AND 00/100 - - - - - DOLLARS (\$31,000.00).

lawful money of the United States of America, with interest from March 14, 1952, payable monthly,

at Six per centum (6 %) per annum on the unpaid balance. Both principal and interest shall be payable at the office of Patt Mortgage Company, in Kansas City, Missouri, or at such other place as the holder hereof shall designate in writing, in monthly installments of Three Hundred Two and 50/100 - - - - - DOLLARS (\$302.50)

each, commencing on the first day of May, 1952, and on the first day of each month thereafter until the principal and interest are fully paid, any balance of principal or interest, if not sooner paid, to be due and payable on the first day of April, 1964. Each installment shall be first applied on the payment of interest and the balance, if any, on principal.

If default be made in the payment of any part or installment of this note, either principal or interest, when the same is due and payable, or if breach or default be made in any of the covenants or conditions of the mortgage or deed of trust given to secure this note, the entire unpaid balance of principal and interest, at the option of the holder hereof, shall become at once due and payable without notice or demand, but any delay or failure to exercise such option shall not constitute a waiver of the right to this option. If any part or installment be not paid at the due date, or if upon the exercise of the aforesaid option the indebtedness be not paid, then the same shall thereafter bear interest at eight per centum per annum.

The undersigned and all other persons who are or may become liable for the payment hereof severally waive demand, presentment, protest and notice thereof, and expressly consent and agree to all extensions hereof and waive notice thereof. **Proceeds of this indebtedness are applied toward the purchase of the conveyed property herein and this instrument is entitled to the priorities of a purchase money mortgage.**

(Signed) Victor H. Hilgord

(Signed) Vivian A. Hilgord

(Signed) David G. Laury

(Signed) Meldon H. Laury

Priority is given to pay (in addition to any installment) of interest equal to one or more months' interest on the principal that are next due, on any installment paying date, provided not more than one-twelfth of the original principal may be so paid in any year within five years from date.

Now, if Mortgagor shall well and truly pay, or cause to be paid, the said note and any debt created hereunder, with interest thereon according to the tenor and effect of said note and of this mortgage, then these presents shall be null and void. But if said sum of money, or any part thereof, or any interest thereon, be not paid when the same shall become due, then, and in that event, the whole of said sum, and interest, shall, at the option of Mortgagee, its successors and assigns, by virtue of this mortgage, become due and payable, or if default shall be made in the performance of any covenant or agreement hereof on the part of Mortgagee, then in like manner the note and the whole of said sum, including interest, shall, at the option of the Mortgagee, its successor or assigns, immediately become due and payable.

And Mortgagor, for himself and his heirs, legal representatives, vendees and assigns, does hereby covenant and agree to and with Mortgagee, its successors and assigns:

FIRST, to furnish and leave with Mortgagee, during the existence of the above described debt a complete abstract of title to said land, to become the property of the purchaser in case of foreclosure of this mortgage.

SECOND, to pay, or cause to be paid forthwith, all taxes, assessments and legal charges, general and special, now existing against said property, and to pay, or cause to be paid, before delinquent, all taxes, assessments and legal charges, general and special, hereafter levied or assessed thereon, or against the indebtedness hereby, secured or against this mortgage or against the interest of the owner or holder of the note secured hereby.