

BANK OF NORTH STATIONARY CO. KANSAS CITY, MO. 6414

keep the same free from other liens of whatever nature, including attorney's fees in all action attacking such title or the validity of this mortgage, and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums payable shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

In all payments to be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

In Testimony Whereof, The said parties of the first part have hereunto set their hands.

State of Kansas
Douglas County, ss;

Herman F. Schmidt
Eva E. Schmidt.

Before me, a Notary Public in and for said County and State, on the 17th day of November 1925, personally appeared --Herman F. Schmidt and Eva E. Schmidt, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year set forth.

L. E. Hoover.
Notary Public

L.S.
My Commission expires May 12-1926.

From Martin Miller et ux
To Merchants Loan & Savings Bank.

State of Kansas, Douglas County, ss
This instrument was filed Dec. 16th 1925 at 8:10 A.M.

Seal & Signature
Register of Deeds

This Indenture, Made this twelfth day of December in the year of our Lord nineteen hundred twenty-five, between --Martin Miller and Anna Miller, his wife, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and The Merchants National Bank, a banking corporation of Lawrence Kansas of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreements and advancements hereinafter specified to then duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part its successors and assigns forever, all that tract or parcel of land situate in the County of Douglas and State of Kansas, described as follows, to-wit: Commencing at a point at the west line of the northwest quarter of section 24 Township 12, range 19; 16 rods south of the northwest corner of the southwest quarter of the said northwest quarter thence south along said west line 439 1/2 feet, Thence east 743 feet. Thence north parallel with said west line 705 1/2 feet to the north line of said southwest quarter of said northwest quarter, Thence west along said last named line 413 feet to the northeast corner of a two acre tract now owned by Lenora Scott, Thence south along the east line of said two acre tract 264 feet, Thence west along the south line of said two acre tract 330 feet to the place of beginning containing ten acres. Also the south 2 1/2 acres of the south 50 acres of the east 1/2 of the northwest quarter of section 24 Township 12, range 19 also the southwest quarter of the northwest quarter of section 24 township 12 range 19 less two acres in the northwest corner of said tract, containing in all 38 acres. Also beginning at the northwest corner of the southwest quarter of the northwest quarter of section 24 Township 12, range 19 thence east 20 rods Thence south 16 rods, thence west 2 rods, Thence north 16 rods to place of beginning containing two (2) acres, in said county and State with all appurtenances, and all the estate title and interest of the said parties of the first part therein.

with all the appurtenances and all the estate title and interest of the parties of the first part herein. And the said Martin Miller and Anna Miller his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part to its assigns to the parties of the first part herein or either of them at date hereof or from time to time as the parties hereto or either of them may now or hereinafter agree with interest on said advancements from the time of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part however, evidenced whether by note, check, receipt or book account and to remain in full force and effect between the parties hereto or assigns until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment or any part thereof or interest thereon or the taxes or the insurance is not kept up thereon this conveyance shall become absolute and the whole amount shall become due and payable and it shall be lawful for the said party of the second part its successors and assigns at any time thereafter, to sell the premises hereby granted or any part thereof in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale and the overplus if any there be shall be paid by the party making such sale, on demand to said parties of the first part their heirs and assigns.

In Witness Whereof, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Martin Miller (SEAL)
Anna Miller (SEAL)

State of Kansas |
Douglas County |ss

Be It Remembered, That on this 12th day of December A.D. 1925 before me the undersigned a Notary Public in and for said county and state came Martin Miller and Anna Miller his wife to me personally known to be the persons described in and who executed the foregoing instrument of writing and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L.S.
My Commission expires January 27, 1927

F.C. Whipple
Notary Public

13/1
3.25

Seal & Signature

Witness my hand this 12th day of December 1925
L. E. Hoover
Notary Public