

MORTGAGE RECORD 70

317

SARL DOORS NORTH STATIONERY CO KANSAS CITY MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Julia A. Grogger et Susan F. Grogger
TOThis instrument was filed for record on the 27th day of
April A. D. 1926, at 8:45 A. M.L. E. Willman
Register of Deeds.

G. W. Livengood

By

Deputy.

THIS INDENTURE, Made this 30th day of March, 1926, between
a single woman, Julia A. Grogger, a single woman and Susan F. Grogger,
of Jackson County, in the State of Missouri of the first part, andG. W. Livengood
of Jackson County, in the State of Missouri of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand Two Hundred Twenty-one and 58/100 (\$3221.58) DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

The South One-half (1/2) of the Northwest Quarter (1/4) and the North
One-half (1/2) of the Southwest Quarter (1/4) of Section Four (4) Township
Fourteen (14) Range Twenty (20) Douglas County, Kansas -----

The within described notes are purchase price notes.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Julia A. Grogger and Susan F. Grogger ha ve this day executed and delivered their certain promissory note s to said part y of the second part, for the sum of Three Thousand Two Hundred Twenty-one and 58/100 (\$3221.58) DOLLARS, bearing even date herewith, payable at The Commerce Trust Company, Kansas City, Missouri in installments as follows: One note for \$1000.00 due October 1st, 1926; One note for \$1000.00 due April 1st, 1927; One note for \$1000.00 due April 1st, 1928, the first installment payable on the day of 1926, the second installment on the day of 1927, and the third installment on the day of 1928, in each year thereafter, until the entire sum is fully paid.

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 7000.00 with interest thereon at the rate of five per cent, payable semi-annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent, from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part y of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent, per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Now if said Julia A. Grogger and Susan F. Grogger

shall pay or cause to be paid to said part y of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part y of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for their and their heirs, do hereby covenant to and with the said part y of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and ha ve good right to sell and convey the same, that said premises are free and clear of all incumbrances,

and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part ha ve hereunto set their hand the day and year first above written.

ATTEST:

Julia A. Grogger

Susan F. Grogger

STATE OF KANSAS, ss. Mo.

Jackson County

BE IT REMEMBERED, That on this 6 day of April

A. D. 1926, before me,

C. Frederick Brown

a Notary Public in and for said County and State, came

Julia A. Grogger and Susan F. Grogger

L.S.

to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires Feb. 1 - 1929

C. Frederick Brown

Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this day of 19

ATTEST:

Rec. No. 1638
Filed 8:00follows
due April 1st
1928, One note for
\$1000.00 due Dec-
ember 1st, 1928
with interest from
April 1st, 1926
at 6% per annum
payable semi-an-
nually.L. E. Willman, Clerk of the District Court, Douglas County, Kan.,
do hereby certify that the foregoing is a true and correct copy of the
original as the same appears from the records of the said County.
Attest: L. E. Willman, Clerk of the District Court, Douglas County, Kan.,
this 6th day of April, 1926.ATTEST:
Notary Public
C. Frederick Brown