

## MORTGAGE RECORD 70

327

SAUL BODENWORTH STATIONERY CO. KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of

Oct. A. D. 1928, At 12:00 A. M.

Reg. No. 3787

File No. 1000 C

Gustave Miller

TO

C.K. Power

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 1st day of March, 1928, between

Gustave Miller and Margaret Miller his wife

of Douglas County, in the State of Kansas

C.K. Power

of the first part, and

of County, in the State of Kansas, of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Four Thousand

DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said part 2nd 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:

All that part of the west 160 acres of section No. one (1) Township No. Twelve (12) Range No. Nineteen (19) lying south and west of Union Pacific Railroad right of way, Also all that part of the west half of the east half of the south west quarter of Section No. One (1) Township No. Twelve (12) Range No. Nineteen (19) lying south and west of the Union Pacific Railroad right way, containing one hundred and twenty acres more or less according to Government survey thereof.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said

parties of the first part

ha ve this day executed and delivered one

certain promissory note

to said part 2nd of the second part, for the sum of Four Thousand DOLLARS,

bearing even date herewith, payable at the Watkins National Bank, Lawrence, Kansas

Kansas, in equal installments of Four Thousand

DOLLARS,

each, the first installment payable on the 1st day of March, 1930, the second installment on the

day of 19 , and one installment on the days of and

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 \$ 8000.00 with

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 party 2nd 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 parties of the first part

shall pay or cause to be paid to said part 2nd 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 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 2nd 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 themselves and their heirs, do hereby covenant to and with the said part 2nd of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances.

except a first mortgage of eight thousand dollars, drawing 5% semi annual interest to the Bartlett Farm mortgage Trust Co. of St. Joseph Mo. and assigned to Mutual Benefit Life Ins. Co.

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 part 1st of the first part ha ve hereunto set their hand the day and year first above written.

ATTEST:

Gustave Miller

Margaret Miller

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 20th day of October

A. D. 1928, before me, D. Coen Byrn

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

Gustave Miller and Margaret Miller his wife

to me personally known to be the same person s 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 December 15th 1929 D. Coen Byrn 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 20 day of July 1920

ATTEST:

J. B. Doughter

C. K. Power  
By John L. Kierwille  
Attorney in fact

This Release was written on the original mortgage and signed by the day of July 1920  
J. B. Doughter  
Notary Public