

MORTGAGE RECORD 70

SAUL BODENHORN STATIONERY CO KANSAS CITY MO 64107

1st No. 202
Vol. 202

FROM

Gustave Miller and wife
TO

C. K. Power

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of
July A. D. 19 30 At 10:00 A. M.

E. S. Combs

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this First day of March 19 30, between

Gustave Miller and Margaret Miller his wife

of Douglas County, in the State of Kansas of the first part, and

C. K. Power

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Thirty-Five Hundred DOLLARS, the receipt of which is hereby acknowledged, do es
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 West half of the West Half and The west half of the East half of the West half, South of the
Union Pacific Railroad Right of Way All in Section No. One (1) Township No. Twelve (12) Range No.
Nineteen (19) East of the 6th Principal Meridian.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 Gustave Miller and Margaret Miller
his wife have this day executed and delivered three certain promissory note sto said part y of the second part, for the sum of Thirty-Five Hundred DOLLARS,
bearing even date herewith, payable at Lawrence National Bank, Lawrence, Kansas
Kansas, in ~~two~~ installments of \$500.00--\$500.00 and \$2500.00 DOLLARS,
each, the first installment payable on the First day of March 19 31, the second installment on the First
day of March 19 32, and one installment on the First days of March (1933) and
Thirty-three months 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 \$ 500.00 with
interest thereon at the rate of 5 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 its 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 s and
shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.Now if said Gustave Miller and Margaret Miller his wife
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 part es of the first part, for themselves 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 have good right to sell
and convey the same, that said premises are free and clear of all incumbrances, Except a First mortgage to Liberty Life Ins. Co
for \$2500.00 and a Second mortgage of \$300.00 in favor of S. S. Rice of Topeka Kansas.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 ies of the first part have 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 19th day of July

A. D. 19 30, before me, Chas. W. Hemphill

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.

Legal Seal

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 Oct. 23d

19 33

Chas. W. Hemphill

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:

SECOND MORTGAGE

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