

## 447

SAML BODSWORTH STATIONERY CO KANSAS CITY MO 64114

## MORTGAGE

Reg. No. 108  
Fee Paid 11 21

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Forty-five Hundred and no/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its assigns forever, all of the following described tract piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The South half of the Northwest quarter; Also beginning at the Northeast corner of the South half of the Northwest quarter; thence North 20.32 rods; thence West 45 rods; thence South 20.32 rods; thence East 45 rods to beginning. Also all that part of the South half of the Northeast quarter lying West of road; all in Section Fourteen (14), Township Fourteen (14) South, Range Eighteen (18) East, containing 101 1/2 acres more or less.

WHEREAS, the said S. F. Grammer and Mary M. Grammer, his wife have this day executed and delivered three certain promissory notes in writing to the party of the second part, one note Number C-503A in the sum of \$500.00 due March 1st, 1930; one note Number C-503B in the sum of \$500.00 due March 1st, 1931 and one note Number C-503C in the sum of \$3500.00 due March 1st, 1934 All of these notes being dated February 15th, 1929 and bearing interest from March 1st, 1929, payable annually at the rate of 5% percent per annum, evidenced by interest coupons attached to said principal notes. Principal notes and coupons payable to Charles E. Gibson & Sons, Inc., or bearer at the office of said Charles E. Gibson & Sons, Inc., in Kansas City, Missouri, and each bearing interest after maturity at the rate of ten per cent per annum.

NOW, if the said S. F. Grammer and Mary M. Grammer shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes then these presents shall be null and void. But if said sums of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sums shall immediately become due and payable and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part and its assigns, shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all right and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said notes and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Two Thousand and no/100 Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part 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, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its assigns forever, against the lawful claims of all persons whomsoever.

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

Executed and delivered in presence of

S. F. Grammer (Seal)  
Mary M. Grammer (Seal)

STATE OF KANSAS, COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, that on this 4th day of March A. D. 1929 before me, the undersigned, a Notary Public in and for said County and State, came S. P. Grammer and Mary M. Grammer, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

W. H. Ulrich      Notary Public

Legal Senl

My commission expires May 4th 1929

Recorded March 21, 1929 A. D. at 10:20 A. M.

Elsie E. Armstrong.

- Register of Deeds

For assignment in Book 75 Page 460

[illegible]

This Release was written on the original Mortgage & entered this 2nd day of July 1980 by [Signature] Reg. of Deeds.