

# MORTGAGE RECORD No. 77

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SAML. DODGEWORTH STATIONERY CO. KANSAS CITY MO. 6414

of said real estate shall be sold together and not in parcels.

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

Philip N. Miller  
Evalena Miller

STATE OF KANSAS,  
COUNTY OF FRANKLIN, SS.

BE IT REMEMBERED, That on this 16th day of April A. D. 1930 before the undersigned, a Notary Public within and for the County and State aforesaid came Philip N. Miller and Evalena Miller, his wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Legal Seal

My Commission expires Apr. 24, 1931.

M. Martin Notary Public

Recorded April 17, 1930 A. D. at 8:25 A. M.

*E. S. Ammons*

Register of Deeds

## MORTGAGE

THIS MORTGAGE, Made this 1st day of March in the year of Our Lord One Thousand Nine Hundred and Thirty by and between Erie Boyd and Ethel Boyd, his wife of the County of Jasper and State of Iowa parties of the first part, and John A. Kroh of Kansas City, Kas. party of the second part.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Eighteen Hundred 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 his heirs and 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 Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Sixteen (16) Township Thirteen (13) Range Twenty-one (21), being eighty acres more or less according to government survey. This mortgage is given to secure the balance of purchase money. This mortgage is made subject to one first mortgage securing \$3,500.00 now on said real property.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; Provided Always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said Erie Boyd and Ethel Boyd, his wife, have this day executed and delivered one certain promissory note in writing to the party of the second part payable at Office of John A. Kroh in Kansas City, Mo. as follows, to-wit: Copy of note hereby attached.

\$1,800.00

March 1, 1930

For value received we promise to pay John A. Kroh or order, the sum of Eighteen Hundred Dollars, with interest from March 1, 1930 at the rate of six per-cent per annum payable semi-annually at the office of John A. Kroh in Kansas City, Mo., in yearly installments, payable as follows, to-wit: Two Hundred Dollars on the 1st day of March 1931, and Two Hundred Dollars on the first day of March of each succeeding year thereafter until the whole sum named is fully paid. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once. Privilege of paying two or more installments at any time is given. In case of default in making any payments of principal or interest then the full balance yet unpaid shall bear interest at the rate of ten per cent per annum until the default is cured.

It is hereby covenanted that when present first mortgage for \$3,500.00 matures on May 1, 1933, second party will procure an extension of said first mortgage from year to year so long as payments are promptly made on said second mortgage according to its terms and interest paid by first parties on said first mortgage; or, at election of party of second part parties of first part agree at the expiration of present first mortgage and note due May 1, 1931, to execute a new first mortgage and note due in three years from May 1, 1933, and at the expiration of that mortgage to execute another first mortgage and note due March 1, 1940, all such mortgages to be in the amount of \$3,500.00 and at with interest at a rate identical with present first mortgage. First parties further agree to make and execute new notes and second mortgages in similar amounts and terms to replace this mortgage and note should it become necessary to release this mortgage and note in the course of extending present first mortgage or securing the new first mortgages as above provided.

NOW, if the said Erie Boyd and Ethel Boyd, his wife, shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum 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 sum and interest shall, at the option of said part--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 note and the whole of said sum--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 his heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sum due upon said note 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

For Return See 138. 14 16 Jan. 1931