

## MORTGAGE

Reg. No. 1007  
Fee Paid \$3.75

THIS MORTGAGE, Made this 30 day of September, in the Year of Our Lord One Thousand Nine Hundred and Thirty by and between F. H. Meyer and Emma Meyer his wife of the County of Wyandotte and State of Kansas parties of the first part, and The Meyer Sanitary Milk Company, a corporation duly organized, incorporated parties of the second part, and The Meyer Sanitary Milk Company, a corporation duly organized, incorporated parties of the second part.

parties of the one part, and by virtue of the laws of Kansas, party of the second part, the sum of Fifteen Hundred and no/100 Dollars, to-wit: \$1500.00, to the said party of the first part, for and in consideration of the sum of Fifteen Hundred and no/100 Dollars to be paid by the said party of the second part, to the said party of the first part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and to its successors and assigns forever, gain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all of the following described tracts pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit: Lot Twelve (12) and the South Half of Lot Ten (10) on New Hampshire Street in the City of Lawrence, in Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto in anywise by any means lawfully coming, unto the said party of the second part, and to its successors and assigns forever; Provided Always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

That if the said Mary her wife have this day executed and delivered their

FOR VALUE RECEIVED, We Promise to pay the Meyer Sanitary Milk Company or order, the sum of Fifteen Hundred Dollars, purchase money of land described in mortgage securing this note, at the office of the Meyer Sanitary Milk Company in Kansas City, Kansas, in yearly installments, payable as follows, to-wit: Five Hundred (\$500.00) Dollars on the 30 day of September 1931, Five Hundred (\$500.00) Dollars on the 30 day of September 1932, and Five Hundred (\$500.00) Dollars on the 30 day of September 1933, with interest from this date at the rate of Six percent per annum. The interest on each installment and the interest on the unpaid balance of the principal sum is to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once and bear interest at Six per cent per annum. Privilege is given to pay two or more installments at any time.

F. H. Meyer

Signed **F. H. Meyer**  
**Emma Meyer**

This note is secured by Mortgage on Lot 12 and the South Half of Lot 10 on New Hampshire Street, in Lawrence, Douglas County, Kansas.

Lawrence, Douglas County, Kansas.

NOW, if the said F. H. Meyer and Emma Meyer 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 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 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 its successors 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, 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 rights 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 note and interest, and all liens and charges by virtue hereof are fully paid off and discharged keep the building 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 ----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.

Witness my hand and affix the seal of said county, at the delivery hereof this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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 successors and 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.

F. H. Meyer (Seal)  
Emma Meyer (Seal)

STATE OF KANSAS, COUNTY OF WYANDOTTE, SS.

BE IT REMEMBERED, That on this 30th day of September A. D. 1930 before me the undersigned, a Notary Public in and for said County and State, came F. H. Meyer and Emma Meyer 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.

Legal Seal

My commission expires Feb. 8, 1933

H. C. Reu

This Release  
was written  
on the original  
Mortgage  
- - - entered  
this 24 day  
of December  
1992

Recorded Oct. 2, 1930 A. D. at 2:05 P. M.

Chas E. Cunningham Register of Deeds.