

SAML GOODWORTH STATIONERY CO KANSAS CITY MO 64104

MORTGAGE

THIS MORTGAGE, Made this 19th day of February in the year of Our Lord One Thousand Nine Hundred Thirty-one by and between Nellie M. Miller, a single woman, of the County of Jackson and State of Missouri, party of the first part, and Joseph E. Farmer party of the second part, WITNESSETH, THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of Ten Thousand and no/100 Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does 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: Lot Two Hundred Thirty (230) on Louisiana Street, Lawrence, Douglas County, Kansas.

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, Nellie M. Miller the said party of the first part has this day made, executed and delivered to the said party of the second part her Promissory Note of even date herewith, by which she promises to pay to the said Joseph E. Farmer or order for value received Ten Thousand and no/100 Dollars due five years after date with interest from date to maturity at the rate of eight per cent per annum payable semi-annually principal and interest payable at Citizens National Bank, Anthony, Kansas.

NOW, if the said Nellie M. Miller 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 or assigns 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 the, 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 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, and all costs and expenses of enforcing the same, as provided by law, 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 said party of the first part, her heirs and assigns, and all persons claiming under her, at which sale, appraisement of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas, are hereby waived by said party of the first part. And the said party of the first part shall and will at her 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 Ten Thousand Dollars, for the benefit of the said party of the second part or his assigns, and in default thereof said party of the second part may at his option effect such insurance in his 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 at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part hereby covenants and agrees that at the delivery hereof said party of the second part is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.

Nellie M. Miller

STATE OF MISSOURI,
COUNTY OF JACKSON, SS.

BE IT REMEMBERED, That on this 2nd day of March A. D. 1931 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nellie M. Miller, a single woman who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of same.

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

Legal Seal

Term expires Feb. 24, 1935

Arthur N. Adams Jr. Notary Public

Recorded March 3, A. D. 1931 at 9:00 A. M.

E. D. Cunningham

Register of Deeds

Rep. No. 1235
Fee Paid \$2.50Harold A. Reed
Fred W. Walker

I, JOHN C. LARSEN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing instrument was duly recorded in the District Court of Douglas County, Kansas, on the 3rd day of March, 1931, at 9:00 A. M., and that the same is now on file in the District Court of Douglas County, Kansas, and that the same is now on file in the District Court of Douglas County, Kansas, and that the same is now on file in the District Court of Douglas County, Kansas.

This instrument was recorded in the District Court of Douglas County, Kansas, on the 3rd day of March, 1931, at 9:00 A. M., and that the same is now on file in the District Court of Douglas County, Kansas, and that the same is now on file in the District Court of Douglas County, Kansas.