

SAUL DODGEWORTH STATUTORY CO KANSAS CITY MO 64104

MORTGAGE

THIS INDENTURE, Made this 29th day of May, in the year of our Lord one thousand nine hundred and Thirty-one between Charles C. Miller and Maude A. Miller, his wife, of Baldwin in the County of Douglas and State of Kansas parties of the first part, and The Ottawa Mortgage Company, a corporation under the laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second;

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$500.00 Six Hundred and no/100 Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit: The East half (½) of the South half (½) of the Northeast quarter (¼) of Section Ten (10) Township Fifteen (15) Range Twenty (20) Douglas County, Kansas, with the appurtenances and all the estate, title and interest of the said parties of the first part therein. 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 agree that at the delivery estate of inheritance therein, free and clear of all encumbrances.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum not less than \$1000.00 Dollars each, and shall deliver all policies of Insurance written on buildings to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefore with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$500.00 Six Hundred and no/100 Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable to the order of said second party, with interest thereon according to the tenor thereof, payable semi-annually according to the terms of six interest notes attached, and all of said notes bearing ten per cent interest after due both principal and interest being payable in lawful money of the United States of America, at the office of The Ottawa Mortgage Company, in Ottawa, Kansas.

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein or if the buildings are not kept in good repair, or if the improvements are not kept in good condition or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof, and it shall be lawful for said party of the second part, its successors and assigns, at any time thereafter to take possession of the said premises and all the improvements thereon and receive the rents, issues and profits thereof and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest all insurance premiums and taxes paid by the holder of the mortgage, also fees for all abstract work deemed necessary by the mortgagee or holder of this mortgage, together with the costs and charges of making such sale, all said taxes, insurance premiums, abstract fees so paid, shall draw interest at the rate of ten per cent per annum from the date of their payment and the overplus, if any there be shall be paid by the party making such sale, on demand to the said first parties or their heirs and assigns.

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

Charles C. Miller (Seal)
Maude A. Miller (Seal)

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 30th day of May A. D. 1931 before me a Notary Public in and for said County and State, came Charles C. Miller and Maude A. Miller, his wife, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Legal Seal

My commission expires Nov. 29, 1933

Grace M. Drum Notary Public

Recorded June 1, A. D. 1931 at 4:45 P. M.

E. S. Connelley Register of Deeds

EXTENSION AGREEMENT

EXTENSION AGREEMENT AND COUPONS.

Lawrence, Kansas, May 8, 1931

WHEREAS, The First Savings Bank of Lawrence, the owner of a certain mortgage note of Four Hundred Fifty Dollars, reduced by payments to Three Hundred and no/100 Dollars (\$300.00) given by Stella M. Davis to The Merchants Loan & Savings Bank dated May 16, 1924 and secured by mortgage recorded in book 66 of mortgages, at page 329 in the office of Register of Deeds of Douglas County, Kansas, has agreed to extend the time of payment of said note to May 16, 1934.

NOW, in consideration of such extension Stella M. Davis the present owners of the land conveyed in the above described mortgage, do hereby agree to pay interest upon said note according to the tenor and effect of certain coupon notes of even date herewith, the extension of time of payment of said note and the payment of said coupon notes being subject in all respects, except as to date of payment, to the terms, recitals and conditions of said mortgage note hereinbefore mentioned, and to the provisions of said mortgage deed.

Mrs. Stella M. Davis

Recorded June 4, A. D. 1931 at 8:30 A. M.

E. S. Connelley Register of Deeds

Reg. No. 1377
Fee Paid 41/20

Recorded May 29, 1931
The following is a reference to the original instrument
of the Ottawa Mortgage Company, Inc. in face of a mortgage
on the lot the subject of the mortgage recorded in book 66 of mortgages
at page 329 in the office of Register of Deeds of Douglas County, Kansas.
W. C. Woods, Secretary

Reg. No. 1388
Fee Paid 75/10