

35490 BOOK 94

MORTGAGE

(428)

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The Lane Printer Company, Kansas City, Kansas

This Mortgage, made this 22nd day of May in the year of Our Lord, One Thousand Nine Hundred and Forty-eight, by and between Arthur E. Starkay and Maudy May Starkay, Husband and wife

of the County of Wyandotte and State of Kansas parties of the first part, and Grover C. Herod and Ruth Graham Herod, Husband and wife² parties of the second part

Witnesseth, That said part ^{ies} of the first part, for and in consideration of the sum of Five Hundred Fifty-five ~~75/100~~ Dollars to them ^{to be} in hand paid by the said part ^{ies} of the second part, the receipt whereof is hereby acknowledged, ha ^{ve} granted, bargained, sold, and conveyed, and by these presents do ^{to} grant, bargain, sell and convey unto the said parties of the second part and to their 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:

All that portion of the northwest quarter of the southeast quarter of section 34, township 12, range 21, lying south of the right of way of the Atchison, Topeka and Santa Fe Railway Company, containing twenty-seven acres more or less, excepting therefrom the west ten acres heretofore deeded to J. F. Weaver by deed recorded in deed book 63 at page 6 of the records in the office of the register of deeds of Douglas County, Kansas.

To HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said part ^{ies} of the second part, and to their heirs and assigns forever; PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said Grantors ^{ha}ve this day executed and delivered ^{the} ~~one~~ certain promissory note in writing to the part ^{ies} of the second part, payable at Kansas City, Kansas in monthly installments a copy of which is as follows:

This note is secured by mortgage on

Kansas City, Kansas, May 22, 1948
 For Value Received, we promise to pay Grover C. & Ruth Graham Herod or order, the sum of Five Hundred Fifty-five ~~75/100~~ DOLLARS, \$ 555.75, at Kansas City, Kansas in monthly installments, payable as follows, to-wit:
 Twenty-five Dollars on the 1st day of January, 1949, and
 Twenty-five Dollars on the 1st day of each succeeding month thereafter, until the whole principal is fully paid, with interest from this date at the rate of ~~6%~~ per cent per annum. The interest on each installment shall be based on the unpaid balance of the principal sum 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 ~~6%~~ per cent per annum. Privilege is given to pay two or more installments at any payment time.

Arthur E. Starkay
Maudy May Starkay

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Now, if the said ² Grantors shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according