

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - EARL DOUGLASS BOOK CO., LEAVENWORTH, KAN., NO. 1241.

This Indenture, Made this 10th day of July in the year of our Lord Nineteen
Hundred and One between William L. Stolt and May L. Stolt his wife
(being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and Childer S. Metcalf, Appraiser
of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 500 DOLLARS
Five hundred

to them in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do — grant, bargain sell and convey to the
said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of
Douglas and State of Kansas, described as follows, to wit:

The east half of the north west quarter of section seven (7) in township
fourteen (14) of Range eighteen (18) except seven and one half acres
described as follows: Commencing at the south east corner of said quarter
section, thence west thirty rods, thence north forty rods, thence east thirty
rods, thence south forty rods to the place of beginning.

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 owner of the premises above granted, and seized of a
good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that they have good right to sell and convey said
premises, and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the Sum of \$ 500 certain
Five hundred DOLLARS, and interest thereon, according to the terms of one certain
mortgage note and two interest notes or coupons, this day executed by the said parties of the first part
to wit:

Note No. 1, for Five hundred Dollars, due July 1 1906
Note No. 2, for _____ Dollars, due _____ 1906
Note No. 3, for _____ Dollars, due _____ 1906
all dated July 10 1906, payable to Childer S. Metcalf

or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City
N. Y., with interest payable semi-annually on the first day of January and July in each year, according
to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said
premises before they shall become delinquent; and _____ will keep the buildings on said property, insured for \$ _____ in some approved
Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default
be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the
agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of
the party of the second part; and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties
to pay to said second party or his assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal note, from day to
day to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total amount
of interest collected shall be and not exceed the legal rate of ten per cent. per annum; but the party of the second part may pay any unpaid taxes charged against
said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent. per annum; in
any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, his executors, administrators or assigns,
at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement waived or not, at the option of the party of
the second part, and out of all the moneys arising from such sale, to retain the amount of such sale, to retain the amount then due, or to become due, according to
the conditions of this instrument, and interest at ten per cent. per annum, from the time of said default until paid, together with the costs and charges of making such
sale, to be taxed as other costs in the suit.

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

Wm. L. Stolt (SEAL)
May L. Stolt (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas
BE IT REMEMBERED, That on this 11th day of July A. D. 1906, before me, a
Notary Public, in and for said County and State, came Wm. L. Stolt and May L.
Stolt, his wife, who, to me personally known to be the same
person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
My Commission expires January 25 1906 C. M. Mauter
Notary Public.

Filed for Record the 11th day of July A. D. 1906, at 11³⁵ o'clock A. M.
By Ellie B. Sopman Deputy. L. S. Notman Register of Deeds.

For value received I hereby sell and assign this mortgage and the notes thereon described, to Emma Sagendorf, Spawntown, As witness my hand,
this 23 day of July 1907.
Childer S. Metcalf
County of Douglas, State of Kansas, my name and official seal on the day and year first above written.
My name and official seal on the day and year first above written.
Recorded July 25 1907. Childer S. Metcalf, Register of Deeds.

The following is enclosed on the original instrument
for value received I hereby sell and assign this mortgage and the notes thereon described, to Emma Sagendorf, Spawntown, Mass. As witness my hand,
this 23 day of July 1907.