

## MORTGAGE RECORD No. 40.

[illegible]

FIRST MORTGAGE - SAML RODENHOUT BOOK CO. LEAVENWORTH, KAN. No. 194

FIRST MORTGAGE - BANK OF KANSAS  
 This Indenture, Made this 28<sup>th</sup> day of August in the year of our Lord Nineteen  
 Hundred and One between Demetri S. Viter and Lydia Viter his wife (being of lawful age) of the  
 County of Jefferson and State of Kansas, of the first part, and Erving W. McLoach of Lawrence  
 of the second part.  
 For and in consideration of the sum of \$ 1700<sup>00</sup>

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 17<sup>00</sup> Seventeen hundred DOLLARS

Witness  
Seventy hundred  
 to them in hand paid, the receipt whereof is hereby acknowledged, he has 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: beginning at the north west corner of the north east quarter of section three (3) in township twelve (12) of Range eighteen (18), thence north 81° east twenty three rods, thence east to the middle of the alley running through Block Eighty one (81), in the City of Decatur, thence south down the middle of said alley to the corner of Fourth Street, thence west along the corner of Fourth Street to a point on the west line of the north east quarter of said section three (3), thence north on said half section line to place of beginning in the City of Decatur, containing nine (9) acres of land more or less— Also the south east quarter of section thirty-two (32) in township eleven (11) of Range eighteen (18) in the County of Jefferson, and State of 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 consent 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 has good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.  
 To secure the payment of the Sum of \$1500—

This Grant is intended as a Mortgage to secure the payment of the Sum of \$1700.  
 \_\_\_\_\_ DOLLARS, and interest thereon, according to the terms of \_\_\_\_\_ certain  
 mortgage note, and \_\_\_\_\_ interest notes or coupons, this day executed by the said \_\_\_\_\_ to wit:

mortgage note, and and interest notes or coupons, and

|                 |                          |              |                                 |             |
|-----------------|--------------------------|--------------|---------------------------------|-------------|
| Note No. 1, for | <u>Seventeen hundred</u> | Dollars, due | <u>September 1<sup>st</sup></u> | <u>1906</u> |
| Note No. 2, for |                          | Dollars, due |                                 | <u>190</u>  |
| Note No. 3, for |                          | Dollars, due |                                 | <u>190</u>  |

James H. Micalf

Note No. 3, for \_\_\_\_\_ 190/-, payable to Erving H. Mutchall  
all dated August 28 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 March and September in each year, according  
to coupons attached to said note. The part of the first part further agree that they will pay all taxes and assessments upon the said  
premises before they shall become delinquent; and they will keep the buildings on said property, insured for \$ \_\_\_\_\_ in some approved  
company, to the satisfaction of the holder to the mortgage as collateral security thereto.

[illegible]

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

\_\_\_\_\_ Dennis D. Viles \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ Lydia Viles \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ \_\_\_\_\_ (SEAL)

## ACKNOWLEDGMENT

STATE OF KANSAS, } ss.  
County of Jefferson  
BE IT REMEMBERED, That on this 3rd day of Aug A. D. 190 /, before me, a  
Notary Public in and for said County and State, came  
James D. Oles and Lydia Oles-Pierzoga to me personally known to be the same  
person~~s~~ 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 Dec 2 1902 J. A. Raines  
*Notary Public*

Filed for Record the 5<sup>th</sup> day of Sept A. D. 1901, at 9<sup>45</sup> o'clock. - A M.  
Wm. B. Norman Deputy.  
 Recorded W. B. Norman  
W. B. Norman Register of Deeds.

The following is hereby released and the  
 The rate herein described having been paid in full, the same is hereby released and the  
 Man hereby created discharged. As witness my hand this 5 day of November, A. D. 1915  
Walter S. McCall  
 Register of Deeds.  
 M. McCall  
 Deputy