

# MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAND BODENBORN BANK CO., LEAVENWORTH, KAN., No. 1044

This Indenture, Made this twenty first day of September in the year of our Lord Nineteen-  
Hundred and one thousand four hundred and seven between J. G. Haskell and M. E. B. Haskell, husband and wife,  
(being of lawful age) of the  
County of Douglas and State of Kansas, of the first part, and H. M. A. Deacon, of Harrisonville,  
Missouri, of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of Two Thousand Eight Hundred DOLLARS  
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, her 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 north half of Lot numbered Forty  
three (43) on Massachusetts Street in the City of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part is 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 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 Two Thousand Eight Hundred DOLLARS, and interest thereon, according to the terms of one certain  
mortgage note and four interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for Twenty eight hundred Dollars, due October first, 1908  
Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190\_\_\_\_  
Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190\_\_\_\_  
all dated September 21, 1907, payable to H. M. A. Deacon

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 October 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 they 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 part  
agree to pay to said second party and her assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal note, from date  
thereof 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 part if 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, her 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 the day and year first above  
written.

J. G. Haskell (SEAL)  
M. E. B. Haskell (SEAL)  
\_\_\_\_ (SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,  
County of Douglas } ss.  
BE IT REMEMBERED, That on this 21<sup>st</sup> day of September A. D. 1907, before me, a  
Notary Public  
in and for said County and State, came J. G. Haskell and M. E. B. Haskell, husband and wife,  
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 the 15<sup>th</sup> day of October A. D. 1914 Walter S. Metcalf  
Notary Public

Filed for Record the 25<sup>th</sup> day of Sept A. D. 1907, at 10<sup>30</sup> o'clock a. M.  
Ellis B. Sopman Deputy. G. F. Johnson Register of Deeds.