

MORTGAGE RECORD No. 40.

23

FIRST MORTGAGE—SAML DODD & SONS CO., LEAVENWORTH, KAN., No. 1244

This Indenture, Made this 11th day of November in the year of our Lord Nineteen
Hundred and One between J. M. Ritchum and Emma Ritchum, his wife
(being of lawful age) of the
County of Jewell and State of Kansas, of the first part, and Wilder V. Mitealf, of Lawrence, Kansas
of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$80

Eighty 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, 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 north east quarter of section thirty four (34) in Township Fourteen (14) of
Range Twenty One (21)

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 \$80
Eighty DOLLARS, and interest thereon, according to the terms of law certain
mortgage note and interest notes or coupons, this day executed by the said parties of the first part

Note No. 1, for 100 Dollars, due 190
Note No. 2, for 100 Dollars, due 190
Note No. 3, for 100 Dollars, due 190
all dated Nov. 11 1901, payable to Wilder V. Mitealf

or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, New York City
N. Y., with interest payable semi-annually on the first day of Nov and Nov 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 8 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 of any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the
payment of said interest, 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 become due, the said first part do
agree 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 notes from date
thereof to the time when the money shall be legally 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 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 all such taxes and interest at the rate of ten per cent per annum, if
any suit for foreclosure of this mortgage; and it shall be lawful for the part 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 part
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. M. Ritchum (SEAL)
Emma Ritchum (SEAL)
Wilder V. Mitealf (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Jewell ss.

BE IT REMEMBERED, That on this 13th day of November A. D. 1901, before me, a
Notary Public in and for said County and State, came

J. M. Ritchum and Emma Ritchum, his 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 Sept. 1st 1902 Alonzo Tupper
Notary Public

Filed for Record the 14th day of Nov. A. D. 1901, at 4 o'clock P. M.

By Ellis B. Stemann Deputy. E. B. Stemann
Register of Deeds.

The following is endorsed on the original instrument
This note having been described, having been paid in full
this mortgage is hereby released and the lien thereby
created thereon is hereby released by Wilder V. Mitealf
Nov. 11-1901

Bev. May 11-1901
Alonzo Tupper
Notary Public