

MORTGAGE RECORD No. 40.

37

FIRST MORTGAGE—SAML DODGORTH BOOK CO., LEAVENWORTH, KAN., No. 1244

This Indenture, Made this 22^d day of February in the year of our Lord Nineteen Hundred and four between William Beine and Eliza A. Beine his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Irving W. Metcalf, Obrolin, Ohio of the second part.

Witnesseth, That the part us of the first part, in consideration of the sum of \$300. Three 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, 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 the North west quarter of Section Thirty three (33) in Township Fourteen (14) Range Eighteen (18)

with the appurtenances and all the estate, title and interest of the said part us of the first part therein. And the said part us of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 \$300. Three hundred DOLLARS, and interest thereon, according to the terms of one certain mortgage note and eight interest notes or coupons, this day executed by the said party of the first part to wit:

Note No. 1, for Three hundred Dollars, due March 1st, 1905
Note No. 2, for _____ Dollars, due _____, 1905
Note No. 3, for _____ Dollars, due _____, 1905
all dated February 22^d 1904, payable to Irving W. 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 March and Sept in each year, according to coupons attached to said note. The part us 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 part us 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 us 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 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 y 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 part y 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 y 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 part us of the first part have hereunto set their hand s and seal s the day and year first above written.

William Beine (SEAL)
Eliza A. Beine (SEAL)
_____ (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
County of Douglas
BE IT REMEMBERED, That on this 22^d day of Feb A. D. 1904, before me, a Notary Public in and for said County and State, came William Beine and Eliza A. Beine his wife 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 January 23 - 1908 (28) L. M. Munster Notary Public

Filed for Record the 23^d day of February A. D. 1904, at 3¹⁵ o'clock P. M.
By J. L. Lowman Deputy. A. W. Armstrong Register of Deeds.

Recorded Nov. 30th 1912

Register of Deeds

(500, Designated Book 29 Page 634)

The following is understood on the original instrument: The wife Eliza Beine hereby releases her interest in the above described premises to her husband William Beine, and the same shall be held by him as his separate property, and she shall have no claim or interest therein.

State of Kansas
County of Douglas
Notary Public
L. M. Munster