

FIRST MORTGAGE - SAME DODD NORTH BOOK CO. LEAVENWORTH, KANS. 1971

FIRST MORTGAGE
 This Indenture, Made this 10 day of October in the year of our Lord Nineteen
 Hundred and four between Ann R. Riggs a widow, Bettie Riggs and Henry C.
Riggs, her husband (being of lawful age) of the
 County of Lincoln and State of Kansas, of the first part, and The Board of Education of the City
of Lawrence of the second part,

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

to him 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, he heirs and assigns forever, the following tract or parcel of land situated in the County of Kansas, described as follows, to wit: the S.E. 1/4 of Sec. 36 T. 20 N. R. 27 E.

Said party of the second part, Jacob, of the State of Kansas, described as follows, to wit:

Said land in the North-east quarter of Section No. Thirty-six (36) in Township No. Twelve (12) & Range No. Twentieth (20) bounded to wit: Beginning at a corner forty (40) feet South of the South west corner of Block No. Seventeen (17) in said place. Addition, thence East one hundred and forty seven (147) feet thence South two hundred ninety six and 2/3 (296 2/3) feet thence West One hundred and six (106) feet thence north two hundred ninety six and 2/3 (296 2/3) feet to the beginning. Subject however to all existing roads, high ways and ditches.

A copy of the said part 1st of the first part therein. And the said part 2^d of the first part do

with the appurtenances and all the estate, title and interest of the said part^s of the first part therein. And the said part^s 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 \$ 500. Five hundred
DOLLARS, and interest thereon, according to the terms of one certain
mortgage note and part of the first part interest notes or coupons, this day executed by the said parties of the first part to wit:

mortgage debt					
Note No. 1, for	Five hundred		Dollars, due	October 10 th	1905
Note No. 2, for			Dollars, due		190
Note No. 3, for			Dollars, due		190
all dated	October 10	1904, payable to	The Board of Education of the City of Lawrence		
		on order of the	INCORPORATED AND TRADERS' NATIONAL BANK, of New York City		

all dated _____ or order, at the **IMPORTERS AND TRADERS NATIONAL BANK** _____ in each year, according to coupons attached to said notes. 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.

premises before any sale of the premises, to the mortgagee or assigns, and deliver the policy to the mortgagee or assigns.

Insurance Company, payable, in case of loss, to the mortgagee or assigns, and shall be released upon demand of the mortgagee or assigns 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 may agree to pay to said second party or may not assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal note, from date of the time said money shall be actually paid, and any payments made on account of interest, but the first part may agree to pay any unpaid taxes charged against interest collected but not and exceed the legal rate of ten per cent. per annum; but the first part may recover for all such payments, with interest at ten per cent. per annum, in said property, or insure said property if default be made in keeping up insurance on the second of the second part, may executors, administrators or assigns, any and all foreclosure of this mortgage; and it shall be lawful for the party of the second part, in the manner prescribed by law, appraisal waived or not, at the option of the party of the second part thereafter to sell the premises hereby granted, or any part thereof, 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 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.

_____ of the first part, do hereby, hereunto set their hands and seal the day and year first above

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

Ann L. Riggs (SEAL)
 Little Riggs (SEAL)
 Henry C. Riggs (SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas day of October A. D. 1907, before me,

BE IT REMEMBERED, That on this 22 day of July 1912, at the County of Butte and State of Montana, Esther Cullig in and for said County and State, came Lottie Rygg and Henry C. Rygg, her husband to me personally known to be the same Lottie Rygg and Henry C. Rygg, 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. 18 1907  Wm. T. Sinclair
Notary Public.

Recorded October 3rd 1885.
W. B. Brewster.
Register of Orders.

Back Numbered Book at two 20th day of October A.D. 1804 before me Richard W. Harrison
 Mayor Public in and for the County and State aforesaid came Amos P. Rogers who is personally known to me to be the same
 as who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
 In Witness Whereof I have hereunto set my hand and official seal the day and for last above written.
 My Comm. expires April 17 - 1805. R. W. Harrison, Notary Public,
 Recorded Nov. 4 A.D. 1804 at 10²⁵ A.M. C. W. Boushington, Reg. of Deeds
 D. C. C. B. Boushington, Dep.