

MORTGAGE RECORD No. 40.

41

FIRST MORTGAGE—SAL. FORTWORTH BOK CO. LEAVENWORTH, KAN., No. 1214

This Indenture, Made this 9th day of November in the year of our Lord Nineteen
Hundred and Two between Amos W. Adams and Mary E. Adams (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and
Wilder S. Armstrong of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 360.

Three hundred sixty 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 East half of the South west quarter of the south east quarter and the north
west quarter of the South east of the South east quarter of Section Twenty one (21)
in Township Twelve (12) of Range Thirteen (13)

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st of the first part do
herely 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 \$ 340. Three hundred and sixty
DOLLARS, and interest thereon, according to the terms of one certain
mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for Three hundred sixty Dollars, due November 1st 1907
Note No. 2, for _____ Dollars, due _____ 1907
Note No. 3, for _____ Dollars, due _____ 1907
all dated Nov. 9th 1907, payable to _____

_____ 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 May and November in each year, according
to coupons attached to said note. The part 1st of the first part further agree that they will pay all taxes and assessments upon the said
premises before they shall become delinquent; and _____ 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 thereon.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part 1st 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 or payment to be paid, for the period of ten days after the same becomes due, the said first part 1st
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 1st 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 1st of the second part, _____ 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 1st
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 on the day and year first above
written.

Amos W. Adams (SEAL)
Mary E. Adams (SEAL)
_____ (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 9th day of Nov. A. D. 1907, before me, a

Notary Public in and for said County and State, came Amos W. Adams and
Mary E. Adams, his wife. to me personally known to be the same
persons 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

C. W. Armstrong
Notary Public

Filed for Record the 9th day of Nov. A. D. 1907 at 9⁰⁰ o'clock P. M.

By Edie E. Armstrong Deputy.

C. W. Armstrong
Register of Deeds.

This mortgage is not valid until it is recorded in the public records of the county of Douglas, Kansas.

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Register of Deeds.

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