

MORTGAGE RECORD No. 40.

43

FIRST MORTGAGE - BANK OF KANSAS, CHICAGO, ILL., NO. 1241

This Indenture, Made this fifth day of January in the year of our Lord Nineteen Hundred and five between Augustus S. Wood and Emily S. Wood, his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Nuttall, of Lawrence, Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 380.

Three hundred and 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 parties 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 North East quarter of the North East quarter of Section Twenty (20) in Township Twelve (12) South of Range Twenty (20) East of the Sixth P.M. with the appurtenances except a house upon the North West corner of said tract now owned and occupied by O.H. Wood.

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 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 \$ 380 Three hundred eighty 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 eighty Dollars, due January 1st 1905
Note No. 2, for _____ Dollars, due _____ 190
Note No. 3, for _____ Dollars, due _____ 190
all dated January 5th 1905, payable to Wilder S. Nuttall

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 January and July 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 part 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 covenant-ed to be paid, for the period of ten days after the same becomes due, the said first part shall 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 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, 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 then due, or to become due, according to the condition 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 hereto set their hand and seal of the day and year first above written.

Augustus S. Wood. (SEAL)
Emily S. Wood. (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 5th day of January A. D. 1905, before me, a Notary Public in and for said County and State, came Augustus S. Wood and Emily S. Wood, his wife to me personally known to be the same person as described in and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires January 25th 1908 C. M. Mauter Notary Public

Filed for Record the 5th day of January A. D. 1905 at 2:15 o'clock P. M. W. W. Armstrong Register of Deeds.

By _____ Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid on April 1st 1910 this mortgage is hereby released and the lien thereby created is extinguished as witness my hand this 28th day of May 1910
Wilder S. Nuttall per Irving W. Nuttall
Atty in fact

Recorded May 31, 1910
Register of Deeds
By Wm. M. Mauter