

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SINK FUND—BANK OF KANSAS, CHICAGO, ILL., No. 1001

This Indenture, Made this 25 day of December in the year of our Lord Nineteen
 Hundred and 1907 between Samuel Bohannon and Maggie E. Bohannon
 (being of lawful age) of the

County of Douglas and State of Kansas, of the first part, and
Wilder S. McIntosh of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 700. DOLLARS

Five hundred 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, two 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:
West half of the West half of the North west quarter of Section One (1)
in Township Twelve (12) N. Range Thirteen (13) E. North half of the Union Pacific R.R.
right of way being severally sited more or less.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said party 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 \$ 700. DOLLARS, and interest thereon, according to the terms of one certain mortgage note and two interest notes or coupons, this day executed by the said parties of the first part. to wit:

Note No. 1, for Five hundred Dollars, due December, 1907
 Note No. 2, for Five hundred Dollars, due December, 1907
 Note No. 3, for Five hundred Dollars, due December, 1907

all dated December 25 1907, payable to Wilder S. McIntosh 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 June and December 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 parties 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 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 party 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, and 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 party 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 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 hands and seals: the day and year first above written.

Samuel Bohannon (SEAL)
Maggie E. Bohannon (SEAL)
Wilder S. McIntosh (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas
 BE IT REMEMBERED, That on this 25 day of December A. D. 1907, before me,
Notary Public in and for said County and State, came Samuel Bohannon and Maggie E. Bohannon
 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 June 25 1908 Carl H. McIntosh
Notary Public

Filed for Record the 5 day of December A. D. 1907, at 5 o'clock P M.

By Carl H. McIntosh Deputy, Ar. W. Armstrong Register of Deeds.

The following is a copy of the original mortgage recorded in the office of the Register of Deeds for the County of Douglas, Kansas, on the 25th day of December, 1907, and is subject to the provisions of the Act of the Legislature of Kansas, approved March 23, 1904, relating to the recording of mortgages. This mortgage was recorded in the office of the Register of Deeds for the County of Douglas, Kansas, on the 25th day of December, 1907, and is subject to the provisions of the Act of the Legislature of Kansas, approved March 23, 1904, relating to the recording of mortgages. This mortgage was recorded in the office of the Register of Deeds for the County of Douglas, Kansas, on the 25th day of December, 1907, and is subject to the provisions of the Act of the Legislature of Kansas, approved March 23, 1904, relating to the recording of mortgages.

The following is a copy of the original mortgage recorded in the office of the Register of Deeds for the County of Douglas, Kansas, on the 25th day of December, 1907, and is subject to the provisions of the Act of the Legislature of Kansas, approved March 23, 1904, relating to the recording of mortgages. This mortgage was recorded in the office of the Register of Deeds for the County of Douglas, Kansas, on the 25th day of December, 1907, and is subject to the provisions of the Act of the Legislature of Kansas, approved March 23, 1904, relating to the recording of mortgages. This mortgage was recorded in the office of the Register of Deeds for the County of Douglas, Kansas, on the 25th day of December, 1907, and is subject to the provisions of the Act of the Legislature of Kansas, approved March 23, 1904, relating to the recording of mortgages.