

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - CASE 1022 NORTH ROCK CO. LEAVENWORTH, KAN. No. 1944

This Indenture, Made this First day of June in the year of our Lord Nineteen
Hundred and four between Henry Reger and Angie Reger his wife (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and Wilder S. Mutsaers of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$400.00
Four 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:

Fort Number Forty-two (42) on Connecticut Street in the City of
Lawrence

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said part of the first part do
herby 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 state 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 \$400.00 DOLLARS, and interest thereon, according to the terms of one certain
Four hundred DOLLARS, and interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for Four hundred Dollars, due on or before June 1st 1909
Note No. 2, for Four hundred Dollars, due 1910
Note No. 3, for Four hundred Dollars, due 1911

all dated June 1st 1904, payable to Wilder S. Mutsaers 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 Dec 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 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 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, in the manner prescribed by law, appraisement waived or not, at the option of the party
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 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 hands and seals the day and year first above
written.

(L.S.)

Henry Reger (SEAL)
Angie Reger (SEAL)
Wilder S. Mutsaers (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 9th day of Aug A. D. 1904, before me, a
Notary Public in and for said County and State, came Henry Reger and
Angie Reger 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 Jan 23 1905

G. M. Maister
Notary Public

Filed for Record the 23rd day of Jan A. D. 1905, at 230 o'clock P. M.

By

Deputy.

AW Armstrong
Register of Deeds.

This following is abstract on the original mortgage
The note herein described having been paid in full, this is hereby released and
the lien hereby created is discharged and this 10 day of June 1907
Wilder S. Mutsaers

Recorded June 11 1907
J. Lloyd & Co. Recorder
Register of Deeds

This following is abstract on the original mortgage
The note herein described having been paid in full, this is hereby released and
the lien hereby created is discharged and this 10 day of June 1907
Wilder S. Mutsaers

Recorded October 4 1907