

MORTGAGE RECORD No. 40.

45

FIRST MORTGAGE—AM. POWER BROS CO. LEISTENWORTH, KAN., No. 1744

This Indenture, Made this first day of March in the year of our Lord Nineteen
Hundred and one between Walter H. Munter and Cora H. Munter
his wife (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and Juliette B. Munter of
the same place of the second part.

Witnesseth, That the part one of the first part, in consideration of the sum of \$ 500.00
Five 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: Lot number One hundred and
four (104) in Two York Street in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part one of the first part therein. And the said part two 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 \$ 500.00 Five Hundred
DOLLARS, and interest thereon, according to the terms of no certain
mortgage note and 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 March 1st, 1905
Note No. 2, for Five Hundred Dollars, due March 1st, 1905
Note No. 3, for Five Hundred Dollars, due March 1st, 1905

all dated March 1st 1900, payable to Juliette B. Munter
or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City
Lawrence with interest payable semi-annually on the first day of March and September in each year, according
to coupons attached to said note. The part two 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 two 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 one
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 two 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 two of the second part, his executors, administrators or assigns,
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 two
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 part one of the first part have hereunto set their hands and seals the day and year first above
written.

Walter H. Munter (SEAL.)
Cora H. Munter (SEAL.)
(SEAL.)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas } ss.
BE IT REMEMBERED, That on this 1st day of March A. D. 1900, before me, a
Notary Public in and for said County and State, came Walter H. Munter and
Cora H. Munter 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 1901 C. M. Munter,
Notary Public.

Filed for Record the 28 day of Feb. A. D. 1900, at 1⁰⁰ o'clock P. M.
By Elie E. Armstrong Deputy. R. W. Armstrong
Register of Deeds.

The following is extracted from the original mortgage:
The note number one hundred and four (104) in Two York Street in the City of Lawrence, Kansas, is hereby acknowledged to be the same as the note number one hundred and four (104) in Two York Street in the City of Lawrence, Kansas, which was recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 1st day of March, 1900.

Recorded October 4 "1901"
C. M. Munter,
Notary Public,
Douglas County, Kansas.

(Authenticated by Book of Deeds)