

# MORTGAGE RECORD No. 40.

49

FIRST MORTGAGE—SINK FUND—SOUTH DOWNSIDE CO. LESTERWORTH, ILL., 1914.

This Indenture, Made this 17<sup>th</sup> day of May in the year of our Lord Nineteen Hundred and five between Kate Howard and L.D. Howard her husband (being of lawful age) of the

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

Witnesseth, That the part ies of the first part, in consideration of the sum of \$ 800.

Eight 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:

The South half of the South east quarter of Section Twenty nine (29) in Township Thirteen (13) South of Range Twenty (20) East of Sixth P. M.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 \$ 800. 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 Eight Hundred. Dollars, due June 1<sup>st</sup>, 1905  
Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190\_\_\_\_\_  
Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190\_\_\_\_\_  
all dated May 17- 1905, payable to Wilder S. Mitzelf.

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 part ies 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 therefor.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part ies 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 ies of the 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 not exceed the legal rate of ten per cent. per annum; but the part ies 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 ies of the second part, in the manner prescribed by law, appraisement waived or not, at the option of the part ies 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 part ies of the first part have herunto set their hands and seal on the day and year first above written.

Kate Howard (SEAL)  
L.D. Howard (SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of May A. D. 1905, before me, a Notary Public in and for said County and State, came Kate Howard and L.D. Howard her husband. to me personally known to be the same person s described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

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

My Commission expires Jan. 23 1905 E. M. Monters  
E. B. Notary Public.

Filed for Record the 17 day of May A. D. 1905, at 2<sup>00</sup> o'clock P M.  
By Elsie E. Armstrong Deputy. R. W. Armstrong Register of Deeds.

The following is enclosed on the original instrument.  
This note and its securities having been paid in full.  
This mortgage is hereby released and the title thereby given.  
I, Howard Mitzelf, Secretary of the First National Bank of Lawrence, Kansas.

Recorded June 6, 1905.  
W. B. Armstrong, Reg.  
Register of Deeds.