

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - S.W. QUARTER, BLOOMINGDALE CO., ILLINOIS, No. 1901

This Indenture, Made this 10<sup>th</sup> day of November in the year of our Lord Nineteen  
 Hundred and Six between S. W. Ostrander and Flora Ostrander  
 husband and wife (being of lawful age) of the  
 County of Douglas and State of Kansas, of the first part, and Charles R. Mitchell  
 of the second part.

Witnesseth, That the part of the first part, in consideration of the sum of \$ 200.00  
Two 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:

Lots 121-122-123-124-125-126 one Hundred and twenty one,  
one hundred and twenty three  
One Hundred and twenty two, one Hundred and twenty four, one Hundred  
and twenty five and One Hundred and twenty six in Block (41) Forty  
ac, West Lawrence, in the City of Lawrence, Douglas County, Kansas.

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 \$ 200.00 two hundred  
 DOLLARS, and interest thereon, according to the terms of one certain  
 mortgage note, and Six interest notes or coupons, this day executed by the said S. W. Ostrander and Flora  
Ostrander to wit:

Note No. 1, for \$ 200.00 Dollars, due November 1<sup>st</sup>, 1907  
 Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190  
 Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190  
 all dated Nov. 10<sup>th</sup> 1906, payable to Charles R. Mitchell

or order, at the Importers and Traders National Bank, New York City  
Lawrence, Kansas, with interest payable semi-annually on the first day of May and November 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 \$ 600.00 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 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 parties of the second part, two 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 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.

S. W. Ostrander (SEAL)  
Flora Ostrander (SEAL)  
Charles R. Mitchell (SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,  
 County of Douglas

BE IT REMEMBERED, That on this 10<sup>th</sup> day of November A. D. 1906, before me, a  
 Probate Judge in and for said County and State, came  
S. W. Ostrander and Flora Ostrander to me personally known to be the same  
 person 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 190 Nov. 10<sup>th</sup> 1907 Charles R. Mitchell  
Probate Judge

Filed for Record the 17 day of Feb A. D. 1907, at 2<sup>00</sup> o'clock P. M.  
E. E. Armstrong Deputy. W. H. Armstrong Register of Deeds.

This following is enclosed on the original instrument  
 The whole herein described having duly paid in full this mortgage  
 to the duly released, and the parties of the first part have changed  
 as written they said this 4<sup>th</sup> day of May 1908.  
 Charles R. Mitchell

Recorded May 4<sup>th</sup> 1908.  
 W. H. Armstrong  
 Register of Deeds.

This following is enclosed on the original instrument  
 The whole herein described having duly paid in full this mortgage  
 to the duly released, and the parties of the first part have changed  
 as written they said this 4<sup>th</sup> day of May 1908.  
 Charles R. Mitchell