

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - ALIVE, DOWNSIDE, BOX 10, LEAVENWORTH, KAN. No. 1254

This Indenture, Made this 14th day of Sept in the year of our Lord Nineteen
Hundred and two between J. H. Haskell and M. E. B. Haskell his wife (being of lawful age) of the

County of Douglas and State of Kansas, of the first part, and _____ of the second part,
Irving W. Medcalf of Leavenworth

Witnesseth, That the parties of the first part, in consideration of the sum of \$2200.
Twenty-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: The North half of Lot number 10
East of 3rd Street on Massachusetts Street in the City of Leavenworth, Kansas.

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said part 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 _____ 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 \$2200.
Twenty-two hundred 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 Twenty-two hundred Dollars, due October 1st, 1908
Note No. 2, for _____ Dollars, due _____, 190
Note No. 3, for _____ Dollars, due _____, 190

all dated Sept 14th 1902, payable to Irving W. Medcalf
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 April and October 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 _____ will keep the buildings on said property, insured for \$1500 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 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, his 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 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.

J. H. Haskell (SEAL)
Mary E. B. Haskell (SEAL)
_____ (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 25th day of Sept A. D. 1902, before me, a
Notary Public in and for said County and State, came J. H. Haskell and Mary E. B.
Haskell his wife 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 January 23 1904

Filed for Record the 26th day of September A. D. 1902, at 1 o'clock P. M.
By J. L. Courman Deputy. A. W. Armstrong
Register of Deeds.

The following is a duplicate of the original as shown in the original. It is not to be used for any purpose other than to show the original. It is not to be used for any purpose other than to show the original. It is not to be used for any purpose other than to show the original.

Recorded Dec 27 1902
At Leavenworth,
Register of Deeds.

See Acknowledgment on Page 26

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