

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - FIRST DEED OF MORTGAGE BOOK ON EIGHTEENTH EAS. No. 1941

The following is enforced on the original instrument
 The note herein described having been paid in full, this mortgage is hereby
 released and the lien thereby created discharged.

As witness my hand this 13 day of Dec. A. D. 1923
Wilder S. Minter
 Attest:

Recorded Dec. 13 1923
Deal Co. M. H. Minter
 Register of Deeds

This Indenture, Made this first day of December in the year of our Lord Nineteen
 Hundred and Twenty between George W. Petefish and Margaret C.
Petefish his wife (being of lawful age) of the
 County of Douglas and State of Kansas, of the first part, and
Wilder S. Minter of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$700.
Seven 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 West eighty (80) acres of the South West
quarter of Section Seven (7) in Township
thirteen (13) Range Nineteen (19)

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party 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 \$700 -
Seven hundred DOLLARS, and interest thereon, according to the terms of one certain

mortgage note and for interest notes or coupons, this day executed by the said
parties of the first part to wit:
 Note No. 1, for Seven hundred Dollars, due December 1st, 1911
 Note No. 2, for 100 Dollars, due 100
 Note No. 3, for 100 Dollars, due 100
 all dated Dec. 1st 1906, payable to Wilder S. Minter

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 December in each year, according
 to coupons attached to said note. The party 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 party 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 of
 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, 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 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 such 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 party of the first part have hereunto set their hand and seal, the day and year first above
 written.

Geo. W. Petefish (SEAL)
Margaret C. Petefish (SEAL)
Wilder S. Minter (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
 County of Douglas

BE IT REMEMBERED, That on this 13 day of December A. D. 1923, before me, a
Notary Public in and for said County and State, came George W. Petefish
and Margaret C. Petefish 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 Jan. 23 1925 C. W. Minter

Filed for Record the 14 day of Dec. A. D. 1923, at 2³⁰ o'clock P. M.

By Eric C. Armstrong, Deputy. W. H. Armstrong Register of Deeds.

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