

MORTGAGE RECORD No. 40.

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FIRST MORTGAGE—SAME DEEDWORTH BOOK CO., LEAVENWORTH, ILL., NO. 1241.

This Indenture, Made this Fifth day of April in the year of our Lord Nineteen
Hundred and Seven between Mary F. Smith, a widow (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and W. R. Stubbs of the same place
of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of \$
Three Hundred DOLLARS

to her in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents does 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: Beginning Eight (8) chains and forty (40) links West of the North east corner of the of the South east quarter of the North west
quarter of section Thirty six (36) in Township Twelve (12) of Range Nineteen (19) thence run-
ning west two (2) chains and eight-two links, thence South One (1) chain and Seventy-seven
(77) links, thence East two (2) chains and eighty-two (82) links, thence North One (1)
chain and Seventy-seven (77) links to the place of beginning, less and except the tract
of land heretofore deeded to William O. Smith and recorded March 7th, 1904 at 2.45 o'clock.

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 does
hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a
good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that she has 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 \$300. Three Hundred
DOLLARS, and interest thereon, according to the terms of one certain

mortgage note and 3 interest notes or coupons, this day executed by the said Mary F. Smith to wit:

Note No. 1, for <u>Three hundred</u>	Dollars, due <u>April 5th, 1910.</u>	190
Note No. 2, for _____	Dollars, due _____	190
Note No. 3, for _____	Dollars, due _____	190

all dated April 5th, 1907, payable to W. R. Stubbs Lawrence National Bank Lawrence, Kansas.
or order, at the IMPORTERS AND TRADERS NATIONAL BANK, of New York City

with interest payable semi-annually on the fifth day of April and _____ in each year, according
to coupons attached to said note. The party of the first part further agree that she will pay all taxes and assessments upon the said
premises before they shall become delinquent; and she will keep the buildings on said property, insured for \$300 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
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 party 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, 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 party of the first part has hereunto set her hand and seal the day and year first above
written.

Mary F. Smith. (SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 5th day of April A. D. 1907, before me, a
Notary Public in and for said County and State, came Mary F. Smith a widow
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, 1908 C. M. Minter.
Notary Public.

Filed for Record the 10 day of April A. D. 1907, at 2.30 o'clock P. M.

By Eric E. Branstetter, Deputy.

W. R. Stubbs Register of Deeds.

The following is contained on the original instrument.

This note having been paid in full, this mortgage is hereby released and the same is hereby acknowledged. At witness my hand this 5th day of April, A. D. 1907.

Received May 15, 1912
Alfred Lawrence, Register of Deeds
By R. M. M. Connolly, Deputy.