

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - SHELBY DODD WORTH BOOK CO., LEATON WORTH, KAN., No. 1204.

This Indenture, Made this 11th day of November in the year of our Lord Nineteen Hundred and seven between Joseph C. McCaules and Nettie McCaules his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Melanoff of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ One thousand 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: beginning at a point on the west line of Rhode Island Street thirty-three (33) feet south of the north line of Adams Street in the City of Lawrence, thence west on a line parallel with said north line of Adams Street one hundred sixty-six and 2/3 (166 2/3) feet, thence south one hundred and eighty-five (185) feet, thence east one hundred sixty-six and 2/3 (166 2/3) feet to the extended west line of Rhode Island Street, thence north on said extended line to the place of beginning.

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 were 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 a 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 \$ 1,000 One thousand 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 parties of the first part to wit:

Note No. 1, for One thousand Dollars, due December 1st, 1910
Note No. 2, for _____ Dollars, due _____, 190 _____
Note No. 3, for _____ Dollars, due _____, 190 _____
all dated November 11, 1907, payable to Wilder S. Melanoff or order, at the Lawrence and Traders National Bank, of New York City 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 \$ 500 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 do 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 sum, 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, in the manner prescribed by law, appraisal 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 hand and seal on the day and year first above written.

Joseph C. McCaules (SEAL)
Nettie McCaules (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
County of Douglas
BE IT REMEMBERED, That on this 15th day of November A. D. 1907 before me, a Notary Public in and for said County and State, came Joseph C. McCaules and Nettie C. McCaules 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. Hunter
Notary Public

Filed for Record the 16 day of Nov A. D. 1907, at 3:30 o'clock P. M.
By Eric C. Armstrong Deputy. W. Armstrong Register of Deeds.

For acknowledgment see Book 44 Page 441
For Release see Book 44 Page 441