

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - \$100,000.00 - KANSAS CO. - LATE 1914

This Indenture, Made this 17 day of November in the year of our Lord Nineteen  
Hundred and seven between John Harrell and Catherine  
Harrell his wife (being of lawful age) of the  
County of Douglas and State of Kansas, of the first part, and  
Wilder S. Miltcraft of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 750.  
Seven hundred and fifty 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 half of the North east quarter of Section  
Twenty Seven (27) in Township (13) of Range  
Eighteen (18)

with the appurtenances and all the estate, title and interest of the said part 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 \$ 750 Seven hundred and  
fifty DOLLARS, and interest thereon, according to the terms of one certain  
mortgage note and 8 interest notes or coupons, this day executed by the said parties of the first part  
to wit:

Note No. 1, for Seven hundred & fifty Dollars, due December 1st, 1909  
Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190  
Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190

all dated Nov. 14 1907, payable to Wilder S. Miltcraft  
or order, at the INDUSTRIAL AND TRADERS' NATIONAL BANK, of New York City  
Kansas, Kansas with interest payable semi-annually on the first day of June and December 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 \$ \_\_\_\_\_ 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 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 parties 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 hand and seal the day and year first above  
written.

Witnesses. Emerson Hill  
Mrs. Ella Hill

John Harrell (SEAL)  
Catherine Harrell (SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas, ss.

BE IT REMEMBERED, That on this 15 day of November A. D. 1907, before me, a

Justice of the Peace, in and for said County and State, came  
John Harrell and Catherine Harrell 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 \_\_\_\_\_ 190

W. C. Hill Justice  
of the Peace.

Filed for Record the 20 day of Nov. A. D. 1907, at 2 o'clock P. M.

By Eric C. Armstrong Deputy.

Eric C. Armstrong Register of Deeds.

For Release See Book 57 Page 9.

Recorded Book 22 1909  
The mortgage herein described having been paid in full, this  
instrument is hereby acknowledged as being paid in full.