

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—HARL DODD WORTH BOOK CO., LEAVENWORTH, KAN., NO. 1294

This Indenture, Made this 3^d day of December in the year of our Lord Nineteen
Hundred and seven between M. B. Ray and Annie Ray his
wife (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and
Wilder S. Mitealf of the second part.

Witnesseth, That the part us of the first part, in consideration of the sum of \$700.

Seven Hundred

DOLLARS

to him in hand paid, the receipt whereof is hereby acknowledged, he do 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 east eighty five (85) acres of the South east quarter of Section Eleven (11) in Township Thirteen (13) of Range Eighteen (18)

with the appurtenances and all the estate, title and interest of the said part us of the first part therein. And the said part us 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 ten 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, 1912
Note No. 2, for _____ Dollars, due _____, 19
Note No. 3, for _____ Dollars, due _____, 19
all dated Dec. 3^d 1907, payable to Wilder S. Mitealf Lawrence
or order, at the First National Bank, of New York City

Kansas with interest payable semi-annually on the first day of June and Dec. in each year, according to coupons attached to said note. The part us 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 part us 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 us 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 us 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 of all such payments, with interest at ten per cent. per annum, in said property, or in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

IN WITNESS WHEREOF, The said part us of the first part have hereunto set their hands and seal the day and year first above written.

M. B. Ray, (SEAL)
Annie Ray, (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas } ss.
BE IT REMEMBERED, That on this 3^d day of Dec. A. D. 1907, before me, a

Notary Public in and for said County and State, came
M. B. Ray and Annie Ray his wife to me personally known to be the same persons 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. Manton,
Notary Public.

Filed for Record the 3 day of Dec. A. D. 1907, at 3²² o'clock P. M.

By Elie E. Armstrong, Deputy, A. W. Armstrong, Register of Deeds.

This mortgage was filed in the original mortgage book on July 22, 1909. The note herein described having been paid in full, this mortgage is hereby released and the fees thereon are hereby refunded. As witness my hand and the seal of my office this 22nd day of July, 1909. Wilder S. Mitealf.

Recorded July 22, 1909
F. L. Lawrence
Register of Deeds.