

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—LAND SOUTH DAKOTA BOUNTY CO. TRACTS NORTH EAS. No. 1244

This Indenture, Made this first day of February in the year of our Lord Nineteen
Hundred and eight, between William L. Burdick and Nellie De
F. Burdick, his wife (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and
Wilder S. Mitaloff of Lawrence, Kansas, of the second part.

Witnesseth, That the part as of the first part, in consideration of the sum of \$ 1400,
Fourteen hundred DOLLARS

Fourteen hundred to them in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain sell and convey to
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 South four feet of Lot Seventy six (76) Lot
Twenty eight (78) and the north twenty feet of Lot Eighty
(80) on Kentucky Street in the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said party as of the first part do
herely 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 \$ 1400. Fourteen hundred
DOLLARS, and interest thereon, according to the terms of one certain

mortgage note and five interest notes or coupons, this day executed by the said to wit:

Note No. 1, for fourteen hundred Dollars, due February 1, 1908

Note No. 2, for _____ Dollars, due _____, 1908

Note No. 3, for _____ Dollars, due _____, 1908

all dated February 1st 1908, payable to Wilder S. Mitaloff of Lawrence

or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City
in each year, according

to the first of February with interest payable semi-annually on the first day of February that they will pay all taxes and assessments upon the said
coupons attached to said note. 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 as 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 become 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 part as 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 part as 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, appraisal waived or not, at the option of the part as
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 seals the day and year first above
written.

Wm L. Burdick (SEAL)

Nellie De F. Burdick (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 10th day of Feb, A. D. 1908, before me,

John Public in and for said County and State, came William L. Burdick
and Nellie De F. Burdick 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 1912 C. M. Manter
Notary Public

Filed for Record the 11 day of Feb, A. D. 1908, at 10⁰⁰ o'clock A. M.

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

The foregoing is a correct copy of the original instrument as recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 11th day of February, 1908. This filing is made in compliance with the provisions of the Act of March 1, 1907, Chapter 10, Section 1, of the Laws of Kansas.

Recorded Feb. 8, 1908. Nellie M. Wright, Register of Deeds.