

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - 1411 DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1241

This Indenture, Made this first day of April, in the year of our Lord Nineteen
 Hundred and eight between Asa H. Reed Receiver in Thompson
vs. Simmons et al no 4899 in the District Court (being a lawful part) of the
 County of Douglas and State of Kansas, of the first part, and
Isabel S. Mital of the second part,

Witness my hand and seal of office at the City of New York, this 1st day of January, 1901.

Witnesseth, That the party of the first part, for and in consideration of the sum of \$1000.00 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain sell and convey to the said him in hand paid, the receipt whereof is hereby acknowledged, the following tract or parcel of land situated in the County of Los Angeles and assigns forever, the same being more fully described in the following to-wit: + 1 - 8 - 4 - 11 -

with the appurtenances and all the estate, title and interest of the said part 4 of the first part therein. And the said part 4 of the first part does hereby covenant and agree that at the delivery hereof she has the full and sole right and power to convey the premises above granted, and that she has good right to sell and convey said premises, and that she 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 \$1000, 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 *Ruth Means Recurve* to wit:

Note No. 1, for *One Thousand* Dollars, due *April*, 19*21*

Note No. 2, for _____ Dollars, due _____, 19*21*

Note No. 3, for _____ Dollars, due _____, 19*21*

Not a negotiable instrument.
all dated April 1 - 1908, payable to Wilder S. Witecalf Lawrence
or order, at the Manufacturers and Traders' NATIONAL BANK, of New York City
in each year, according to the Ordinance and Ordinance
with interest payable semi-annually on the first day of April and October
to coupons attached to said note. The part one of the first part further agree that he will pay all taxes and assessments upon the said
premises before they shall become delinquent; and he will keep the buildings on said property insured for \$ in some approved
Insurance Company, payable in case of loss, to the mortgagee, and deliver the policy to the mortgagee, and the mortgagee shall have the right to
cancel the policy and shall be released upon demand of the part one of the first part. But if default is made in the performance of the above conditions, the mortgagee shall have the right to foreclose.

[illegible]

of the conditions of this instrument, and interest at ten per cent. per annum, from the date of the sale, to be taxed as other costs in the suit.

IN WITNESS WHEREOF, The said part g of the first part has hereunto set his hand and seal the day and year first above written.

E. L. Whiting (SEAL)

Eugene Means, Receiver. (SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
County of Douglas }
4th day of April A. D. 1908, before me, a

BE IT REMEMBERED, That on this 4th day of April A. D. 1907, before me, the undersigned, a Notary Public in and for said County and State, came Henry Public Case 9999 District Court of Douglas Co. to me personally known to be the same as Angie Means, Receiver in Thompson vs Simmons et al. person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof. as such Receiver.

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 1923 B. W. Mantec
Notary Public.

Filed for Record the 4 day of April A. D. 1907, at 9⁵⁰ o'clock P. M.

By Eric E. Armstrong Deputy. W. Armstrong Register of Deeds.