

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAM'L DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 1204

This Indenture, Made this first day of April, in the year of our Lord Nineteen
Hundred and eight between Hugh Mason, Receiver in Thompson vs
Simmons, et al case No 7799 in the District Court (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and
Walter Mitchell Lawrence, Kansas of the second part.

Witnesseth, That the part 4 of the first part, in consideration of the sum of \$ 25.00,

Twenty five hundred ² 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

and State of Kansas, described as follows, to wit:

The South-east-quarter of Section Thirty-two (32) in Township Fourteen (14) of Range Eighteen (18)

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 do hereby covenant and agree that at the delivery hereof he has the lawful owner of the premises granted, and sold to him and his heirs and assigns forever the said premises good and lawful estate of inheritance therein, free and clear of all incumbrances, that he has good right to sell and convey said premises, and that he 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 \$ 2500 Twenty five hundred
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 Hugh H. Hous, Receiver to wit:

Note No. 1, for	Twenty five hundred	Dollars, due	April 1 st	1911
Note No. 2, for		Dollars, due		190
		Dollars, due		100

all dated April 1st 1908, payable to Lawrence
Wilder S. White or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City
with interest payable semi-annually on the first day of April and October in each year, according
to coupons attached to said note. The party of the first part further agree that: Lawrence will pay all taxes and assessments upon the said
premises before they shall become delinquent; and Wilder S. White will keep the building on said property, insured for \$ 100,000 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 therefor.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the party 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, ~~and 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,~~ then this conveyance shall become absolute, and the whole of said principal and interest shall immediately be due and payable at the option of the party of the second part. ~~And 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,~~ In default of any sum so covenanted to be paid, for the period of ten days after the same becomes due, the said first part, or the party of the second part, or ~~any~~ assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal sum, from date of default to date of payment, or until the principal sum and interest be paid, and the party of the second part may pay any unpaid taxes charged against the property, and interest thereon 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 so actually paid shall be not exceed the legal rate of ten per cent. per annum; but the party of the second part may pay any unpaid taxes charged against the property, and interest thereon 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 so actually paid shall be not exceed the legal rate of ten per cent. per annum; 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, ~~or~~ ^{his} executors, administrators or assigns, to sell the premises hereinafter described, or any part thereof, in the manner provided by law, appraisement being not, at the option of the party of the second part, to sell the premises hereinafter described, or any part thereof, in the manner provided by law, appraisement being 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 sale 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 part y of the first part ha & herunto set his hand and seal the day and year first above written.

Hugh Means, (SEAL)
Receiver, (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 4th day of April, A. D. 1918, before me, Notary Public in and for said County and State, came High Means, Receiver Thompson vs. Simmons et al case 9999 District 10 to me personally known to be the said person described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof, as such Receiver.

My Commission expires Jan. 23 - 1912 (L.S.) C. M. Munter
Notary Public.

Filed for Record the 13 day of April A. D. 1908, at 9⁴⁵ o'clock a, M.
By Eric E. Armstrong Deputy. A. E. Armstrong Register of Deeds.

The following is endorsed on the original instrument
The note herein described having been full in full the mortgage
is hereby released and the lien thereby created discharged to the man
of said date & day of March 1907
Wm. S. Metcalf.

Recorded Mch 8, 1909
Hend L. Lawrence
"Reporter of Deeds."