

MORTGAGE RECORD No. 40.

85

FIRST MORTGAGE - KANSAS SOUTHERN BANK CO., LEAVENWORTH, KAN., No. 1244

This Indenture, Made this 13th day of July in the year of our Lord Nineteen

Hundred and eight between John C. Rudolph and Frieda Rudolph his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Alice L. Bullene of the second part.

Witnesseth, That the part is of the first part, in consideration of the sum of \$ 3600

Thirty six hundred 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:

Lot number Eighty two (82) and the South thirty feet of Lot number Eighty (80) on Kentucky Street in the City of Lawrence -

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said part is of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 a 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 \$ 3600 Thirty six 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 <u>Thirty six hundred</u>	Dollars, due <u>July - 1st</u> , 1913
Note No. 2, for <u> </u>	Dollars, due <u> </u> , 1910
Note No. 3, for <u> </u>	Dollars, due <u> </u> , 1910
all dated <u>July 13</u>	1908, payable to <u>Alice L. Bullene</u> <u>Lawrence</u>

or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City in each year, according to coupons attached to said note. The part is 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 \$2,000 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 thereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part is 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 her 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 is 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 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 is of the second part, her 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 is 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 part is of the first part have hereunto set their hands and seal, the day and year first above written.

Dr John C. Rudolph (SEAL)
Frieda Rudolph (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas } ss.
BE IT REMEMBERED, That on this 13th day of July A. D. 1908, before me, a

Notary Public in and for said County and State, came Rudolph 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 - 1902 C. M. Mordue Notary Public

Filed for Record the 20 day of July A. D. 1908, at 3² o'clock P. M.

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

The following is endorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Jan 26 - 1927
Jan E. Wellman
Register of Deeds

Recorded

For depositment see Book 62 page 570.
Clerk Wellman read Book 48 page 346

Witness my hand this 13th day of November A.D. 1926
The Fidelity Life Ins. Co. of N.Y.
William S. Motter, President.