

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - ALVIN PUCKETT HOME CO. 1517 BROADWAY, N.Y. 10019

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.

As witness my hand this 25 day of September A. D. 1923  
Alvin E. Puckett  
Register of Deeds

Recorded September 29, 1923  
Alvin E. Puckett  
Register of Deeds

This Indenture, Made this ninth day of September in the year of our Lord Nineteen  
Hundred and nine between Alvin E. Puckett and Mary A. Puckett  
husband and wife (being of lawful age) of the  
County of Douglas and State of Kansas, of the first part, and  
Wilder S. Moteley of the second part.

Witnesseth, That the part as of the first part, in consideration of the sum of \$1000.00  
One Thousand 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: Commencing at the South East  
Corner of the South East Quarter of Section No. 22 (2) Township No. 18 North and  
Range No. 10 West (2) Thence North to a point 25.00 chains South of the North East  
corner of said quarter section thence west 20.00 chains thence South 6.00 chains; thence East 5  
chains thence South 7.00 chains thence East 10.00 chains to the place of beginning, less a school  
lot described as follows: Commencing at the North East corner of the North East Quarter of the  
South East corner of said quarter section thence South 40.00 feet thence West  
20.00 feet thence North 20.00 feet thence East 20.00 feet to place of beginning,

with the appurtenances and all the estate, title and interest of the said part as of the first part therein. And the said part as of the first part do  
hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 \$1000.00 One Thousand  
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 One Thousand Dollars, due September first, 1923  
Note No. 2, for One Thousand Dollars, due September first, 1923  
Note No. 3, for One Thousand Dollars, due September first, 1923

all dated September 1st 1923, payable to Wilder S. Moteley or order, at the IMPORTERS AND TRADERS NATIONAL BANK, of New York City  
NY, with interest payable semi-annually on the first day of March and September in each year, according  
to coupons attached to said note. The part as 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 \$ 500 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 becomes due, the said first part as  
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 sum, 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 party,  
at any time arising from such sale, to retain the amount of such sale, to retain the amount then due, or to become due, according to  
the condition 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 as of the first part have hereunto set their hands and seal the day and year first above  
written.

Alvin E. Puckett (SEAL)  
Mary A. Puckett (SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,  
County of Douglas } ss.  
BE IT REMEMBERED, That on this 7th day of September A. D. 1923, before me, a

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 Dec 13 1928 W. S. Sinclair

Filed for Record the 7 day of Sept. A. D. 1923, at 3:20 o'clock P. M.

By Alvin E. Armstrong Deputy. Alvin E. Armstrong Register of Deeds.