

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—S. G. DODD & SONS CO., LEAVENWORTH, KAN., No. 1244.

This Indenture, Made this 30th day of December in the year of our Lord Nineteen
Hundred and Eight between Charles E. Runy and Ethel
L. Runy (Husband and Wife) (being of lawful age) of the
County of Leavenworth State of Kansas, of the first part, and
L. S. Snyder and Maude S. Snyder of the second part.

Witnesseth, That the part 1st of the first part, in consideration of the sum of
Two hundred (\$200.00) DOLLARS
to them in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents do grant, bargain sell and convey to the
said party of the second part, 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:

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said part of the first part do hereby covenant and agree that at the delivery hereof 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 ha good right to sell and convey said premises, and that 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 \$

DOLLARS, and interest thereon, according to the terms of certain mortgage note and interest notes or coupons, this day executed by the said

Note No. 1, for	Dollars, due	190
Note No. 2, for	Dollars, due	190
Note No. 3, for	Dollars, due	190
all dated	190, payable to	

or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City N. Y., with interest payable semi-annually on the first day of in each year, according to coupons attached to said note. The part of the first part further agree that will pay all taxes and assessments upon the said premises before they shall become delinquent; and 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 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 agree to pay to said second party or 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 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 of the second part, in the manner prescribed by law, appraisement waived or not, at the option of the part at any time thereafter to sell the premises hereby granted, or any part thereof, 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 of the first part ha hereunto set hand and seal the day and year first above written.

(SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of

BE IT REMEMBERED, That on this

day of

A. D. 190, before me, a

in and for said County and State, came

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

190

Filed for Record the

day of

A. D. 190, at

o'clock

M.

By

Deputy.

Register of Deeds.