

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - BANK OF KANSAS, CHICAGO, ILL. No. 1211

This Indenture, Made this 16th day of March in the year of our Lord Nineteen
Hundred and nine between Jacob R. Ulrich and Eva L. Ulrich (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and Wilden L. Mitealf of the second part.

Witnesseth, That the part last of the first part, in consideration of the sum of \$ 1400.

Fourteen hundred DOLLARS
to them in hand paid, the receipt whereof is hereby acknowledged, he do 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 one hundred and sixty eight (168)
on Kentucky Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part last of the first part therein. And the said part last of the first part do
hereby covenant and agree that at the delivery hereof they are the lawful owner 5 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 \$ 1400 - Fourteen 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 Parties of the First Part to wit:

Note No. 1, for Fourteen hundred

Dollars, due April 1st 1912

Note No. 2, for

Dollars, due

Note No. 3, for

Dollars, due

all dated March 16th

1909, payable to Wilden L. Mitealf

or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, Lawrence, Kansas
and Delos in each year, according
to coupons attached to said note. The part last 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 \$ 2000 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 last 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 his 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 last 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 last of the second part, his executors, administrators or assigns,
any suit for foreclosure of this mortgage; and it shall be lawful for the part last 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, appraised or not, at the option of the part last
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 last of the first part have hereunto set their hands and seal 5 the day and year first above
written.

Jacob R. Ulrich (SEAL)

Eva L. Ulrich (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 16th day of March, A. D. 1909, before me, a
Notary Public in and for said County and State, came Jacob R. Ulrich and
Eva L. Ulrich his wife to me personally known to be the same

persons 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 Janv. 23rd 1912

C. M. Marten

Notary Public

Filed for Record the 16th day of March

A. D. 1909, at 4th o'clock P. M.

Floyd L. Lawrence

Register of Deeds.

By

Deputy.

In consideration of full pay-
ment of the within mortgage I
herby release the same this
2nd day of April 1921
Wilden L. Mitealf

ATTEST:

Estelle Northrup
Register of Deeds

The following is endorsed on the original instrument.