

# MORTGAGE RECORD No. 40.

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FIRST MORTGAGE—SALT DOUGH NORTH DOWNS CO., LEAVENWORTH, KAN., No. 1254.

This Indenture, Made this 10th day of May in the year of our Lord Nineteen hundred and twelve between J. D. Benjamin and V. D. Benjamin his wife (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and Hilder & Metcalf of the second part.

Witnesseth, That the part 1st of the first part, in consideration of the sum of \$500 Five 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 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: Beginning at a point twenty feet north of the Southern corner of the Northeast quarter of Section Thirty Three (33) in Township Twentieth (20) of Range Twenty (20) thence north three hundred and seventy feet, thence in a north-easterly direction along the center of the Public road to a point on the West line of the east half of said quarter section which is sixteen hundred and eighty seven feet north of the South west corner of said east half of said quarter section thence South sixteen hundred and forty seven feet, thence East to the place of beginning, containing 50 2/3 acres more or less.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 \$500 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.

Note No. 1, for Five Hundred Dollars, due June 1st, 1917

Note No. 2, for Five Hundred Dollars, due June 1st, 1917

all dated May 10 1912, payable to Hilder & Metcalf or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City

June and Dec in each year, according to coupons attached to said note. The part 1st 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 thereon.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part 1st 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, it is hereby made in and to the effect that, 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 his assigns, interest at the rate of ten per cent. per annum, computed semi annually on said principal note, from date thereof 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 not exceed the legal rate of ten per cent. per annum; but the part 1st of the second part may pay any unpaid taxes charged against said property, or insure said property if it is 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 party 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, appraisement waived or not, at the option of the part 1st of the second part, and out of all the moneys arising from 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 1st of the first part has their hands and seal the day and year first above written.

J. D. Benjamin (SEAL)  
V. D. Benjamin (SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS, }  
County of Douglas }  
BE IT REMEMBERED, That on this 10th day of May A. D. 1912, before me, a Notary Public in and for said County and State, came J. D. Benjamin and V. D. Benjamin, 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 1915 C. M. Maxter Notary Public.

Filed for Record the 10 day of May A. D. 1912 at 3 30 o'clock P. M.  
Floyd L Lawrence Register of Deeds.

This mortgage is subject to the original mortgage recorded in the office of the Register of Deeds of the County of Douglas, Kansas, on the 10th day of May, 1912, and the same is hereby acknowledged by the parties thereto.

Recorded June 5 1912  
Escalle Notary Public  
for assignment and proof of 8 Page 50