

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAMUEL DODSWORTH BOOK CO., LEAVENWORTH, KAN., No. 12344

This Indenture, Made this 10th day of March in the year of our Lord Nineteen  
Hundred and thirteen between Carl Phillips and Maude E. Phillips  
husband and wife (being of lawful age) of the  
County of Douglas and State of Kansas, of the first part, and  
Wilder S. Miceat of Lawrence, Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 1500. Dollars  
to them after hundred 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 Fifty-two (52) on Louisiana Street in  
the City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part two of the first part therein. And the said part of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner<sup>s</sup> 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 \$ 15.00  
Fifteen 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 \_\_\_\_\_ to wit:

mortgage note and interest on it of value \$\_\_\_\_\_ to wit:

parties of the first part

Note No. 1, for Twenty hundred Dollars, due March 1st, 1918

Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 1917

Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 1916

Note No. 4, for  
all dated March 10 1943, payable to Wilder & Metcalf  
or order, at the IMPORTERS AND TRADERS NATIONAL BANK, of New York City  
in each year, according

And, with interest payable semi-annually on the first day of March and Sept in each year, according to coupons attached to said note. The parties 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 \$1500 in some approved company of 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 second part. And in case of such default of any sum covenanted to be paid, for the period of ten days after the same shall be due, the said first part shall agree to pay to the said second part ~~the~~ an assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal note, from date of interest so collected to and not to exceed the legal rate of ten per cent. per annum; but the part ~~of~~ the of the second part may pay any unpaid taxes charged against said property to said second part, and not to exceed the legal rate of ten per cent. per annum; but the part ~~of~~ the 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 of the second part, by law, appointment, waived or not, at the option of the part ~~of~~ the of the second part, to sell the premises hereafter granted, or any part thereof, in the manner permitted by law, appraisement waived or not, at the option of the part ~~of~~ the 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 ies of the first part have hereunto set their hand and seals the day and year first above written.

Carl Phillips (SEAL)

Maudie E Phillips (SEAL)


(SEAL)

### ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.  
County of Douglas }  
March A. D. 1943, before me,

BE IT REMEMBERED, That on this 10 day of August, A. D. 1917, before me, Notary Public in and for said County and State, came Carl Phillips and Maude E. Phillips (his wife) to me personally known to be the same persons 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 Aug 9 1944  Anna H. Martindale  
Notary Public

Witness my hand and seal the 10 day of March A. D. 1913 at 2<sup>11</sup> o'clock P.M.

Filed for Record the \_\_\_\_\_ day of \_\_\_\_\_  
 By \_\_\_\_\_ Deputy.  
 Lloyd L. Lawrence  
 Register of Deeds.

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(The following is enclosed on the original instrument.)

Yvonne Berlin described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 1st day of March, D. 1966.

Recorded March 1<sup>st</sup> 1918  
Estelle Vertrop  
 Registrar of Deeds