

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAND FORDSOUTH BOOK CO. LEAVENWORTH, KAN., 1904

This Indenture, Made this first day of November in the year of our Lord Nineteen
Hundred and thirteen between B. F. Mutscher, a widower (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and
Wilder S. Mutscher, Lawrence, Kansas of the second part.

Witnesseth, That the part y of the first part, in consideration of the sum of \$1400,-
Fourteen hundred DOLLARS
to him in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents does 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
and State of Kansas, described as follows, to wit:

The Southeast quarter of Section Eighteen (18) in Township Fourteen (14) of Range
Nineteen (19) less four and one half acres in the Southeast corner thereof. Also
begin at the Northeast corner of the Northeast quarter of Section Nineteen (19) in
Township Fourteen (14) of Range Nineteen (19) thence east fifty two rods, thence
South Seven (7) rods thence West fifty two rods, thence North Seven rods to the
place of beginning.

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said part y of the first part do es
hereby covenant and agree that at the delivery hereof he is 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 he has good right to sell and convey said
premises, and that he 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 ten interest notes or coupons, this day executed by the said

part y of the first part to wit:
Note No. 1, for Fourteen hundred Dollars, due Nov. 1st, 1918
Note No. 2, for Fourteen hundred Dollars, due Nov. 1st, 1919
Note No. 3, for Fourteen hundred Dollars, due Nov. 1st, 1920

all dated Nov. 1st, 1913, payable to Wilder S. Mutscher, Lawrence, Kansas
or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City
in each year, according
to coupons attached to said note. The part y of the first part further agrees that he will pay all taxes and assessments upon the said
premises before they shall become delinquent; and he 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 y 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 default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first part y
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 and not exceed the legal rate of ten per cent. per annum; but the part y 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 y 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 y
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 y of the first part has hereunto set his hand—and seal—the day and year first above
written. B. F. Mutscher (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
County of Douglas } ss.
BE IT REMEMBERED, That on this 22nd day of Dec., A. D. 1913 before me, a

Notary Public, in and for said County and State, came
B. F. Mutscher, a widower 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- 1916 Chas. M. Minter Notary Public

Filed for Record the 22nd day of Dec., A. D. 1913, at 3:41 o'clock P. M.

By Geo. B. Higel Deputy, Wilder S. Mutscher Register of Deeds.

The following is endorsed on the original instrument and is hereby released and the same is hereby discharged. As witness my hand this 22nd day of Dec. 1913.

Recorded - Nov. 14th 1915

Ephie J. Bellamy

For assignment of the Book 57 Page 108

In Release Book 57 Page 108