

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAML BOWWORTH BROS CO, LAWRENCE, KAN., No. 12841.

This Indenture, Made this 20th day of January in the year of our Lord Nineteen
Hundred and fourteen between Arnold Hamming and Carrie Hamming, his wife
(being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and
Wilder S. Mutsaers of Lawrence, Kansas of the second part.

Witnesseth, That the part us of the first part, in consideration of the sum of \$ 1000.00 —
One thousand 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, 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:
All of Blocks numbers One (1), Two (2), Three (3), Four (4) Twenty-two (22),
Twenty-three (23), Thirty (30) Thirty-one (31), Forty-eight (48), Forty-nine (49),
Fifty-six (56) and Fifty-seven (57) in the City of Endora,

with the appurtenances and all the estate, title and interest of the said part us of the first part therein. And the said part us of the first part do
hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 \$ 1000.00 —
One thousand 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

to wit:
Note No. 1, for One thousand Dollars, due February 1st, 1914
Note No. 2, for Dollars, due , 1914
Note No. 3, for Dollars, due , 1914

all dated Jan. 20 1914, payable to Wilder S. Mutsaers Lawrence, Kansas
in order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City
Kansas, with interest payable semi-annually on the first day of February and August in each year, according
to coupons attached to said note. The part us 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 \$ 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 therefor.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part us 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 become due, the said first part us
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 us of the second part may pay any unpaid taxes charged against
said property, and pay the same 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 us 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, appraisal waived or not, at the option of the part us
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 parties of the first part have hereunto set their hand s and seal s the day and year first above
written.

Arnold Hamming (SEAL)
Carrie Hamming (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 21 day of January A. D. 1914, before me, a
Notary Public, in and for said County and State, came Arnold Hamming and
Carrie Hamming, his wife to me personally known to be the same
person s 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 this day and year last above written.

My Commission expires April 4 1914 W. H. Richards Notary Public.

Filed for Record the 23rd day of January A. D. 1914, at 830 o'clock A.M.

By Geo. C. Metzger Deputy. Wilder S. Mutsaers Register of Deeds.

Recorded Sept 30 1915
Hoyd L. Lawrence
Register of Deeds.

This mortgage is subject to the first mortgage of Lawrence, Kansas, No. 12841, recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 20th day of January, 1914.

Wilder S. Mutsaers