

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - SAML. BODDY &amp; SONS CO. LEATHEWORTH, KAN. No. 12114

This Indenture, Made this 12th day of May in the year of our Lord Nineteen 1915  
 Hundred and fifteen between A. J. Morton & Sylvia G. Morton his wife (being of lawful age) of the  
County of Douglas and State of Kansas, of the first part, and  
Wilder S. Motcalf, of Lawrence, Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ Twenty-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 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:

The West Twenty-seven acres of the North Seventy-seven acres of the Southwest quarter of the West Forty-eight acres of the South Eighty-three acres of the said Southwest quarter of Section Nine (9) in Township Fourteen (14) of Range Twenty (20)

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they do 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 \$ 2500-  
Twenty-five Hundred DOLLARS, and interest thereon, according to the terms of one certain mortgage note and 12 interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for Twenty-five Hundred Dollars, due June 1st 1918  
 Note No. 2, for one hundred Dollars, due June 1st 1918  
 Note No. 3, for one hundred Dollars, due June 1st 1918

all dated May 12 - 1915, payable to Wilder S. Motcalf or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City in Lawrence, Kansas, with interest payable semi-annually on the first day of June and December in each year, according to coupons attached to said note. The part 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 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 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 sum, from date of interest collected shall be and not exceed the legal rate of ten per cent. per annum; but the part 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 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 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 and seal of the day and year first above written.

A. J. Morton (SEAL)

Sylvia G. Morton (SEAL)

A. J. Morton (SEAL)

Mildred S. Morton (SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 12th day of May A. D. 1915, before me, a Notary Public in and for said County and State, came A. J. Morton, A. J. Morton and Mildred S. Morton, 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 January 31 1916 F. Henry Perkins Notary Public

State of California, County of Los Angeles, SS.

BE IT REMEMBERED, That on this 15th day of May A.D. 1915 before me, a Notary Public in and for said County and State, came Sylvia G. Morton, wife of A. J. Morton 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 July 14, 1915 (SEAL) J. Frank Ware, Notary Public in and for the County of Los Angeles, State of California.

Recorded May 19th, A. D. 1915, at 3:20 o'clock P.M.

Floyd L. Lawrence  
 Register of Deeds,  
E. C. Wilt Deputy.

See assignment, Vol. Book 57 Page 122.  
 See Release See Book 54 Page 623

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