

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - BANK OF NORTH DAKOTA CO., LEAVERD, N.D., No. 1244

This Indenture, Made this 26<sup>th</sup> day of January in the year of our Lord Nineteen Hundred and seventeen between W. R. Piper and Mattie Piper his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Walter S. Micallef of Lawrence Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 300. Three 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 South west quarter of the South west quarter of Section  
Twenty-eight (28) in Township Twelve (12) of Range Twelve (12).

with the appurtenances and all the estate, title and interest of the said part (s) 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 inalienable estate of inheritance free and clear of all incumbrances, that they have good right to sell and convey said premises, and that they warrant and defend the same against the lawful claims of all parties.

This Grant is intended as a Mortgage to secure the payment of the Sum of \$ 300.  
Three hundred DOLLARS, and interest thereon, according to the terms of certain

mortgage notes and interest notes or coupons, this day executed by the said parties of the first part, at dated  
Jan 26 1917 to wit:

Note No. 1, for	Dollars, due	190
Note No. 2, for	Dollars, due	100
Note No. 3, for	Dollars, due	100
all dated	190	payable to <u>Walter S. Micallef</u>

or order, at the IMPERIAL AND TRUST NATIONAL BANK, in Lawrence Kansas.

N. Y. with interest payable semi-annually on the first day of January and July in each year, according to coupons attached to said note. The part of the first part further agree that will pay all taxes and assessments upon the said premises before they shall become delinquent; and will keep the buildings on said property insured for \$ 1000 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.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum, or any interest thereon, or any part thereof, or if default be made in the payment of any of the coupons, 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 parties 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 and interest, so that the total amount 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 of the second part may pay any unpaid taxes charged against said property, or any part thereof, and 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 party of the second part, and out of all the moneys arising from such sale, to retain the amount so sold, 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, and to deliver the proceeds of such sale to the party of the second part.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

W. R. Piper (SEAL)

W. R. Piper (SEAL)

W. R. Piper (SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.  
County of Douglas

BE IT REMEMBERED, That on this 27 day of January A. D. 1917, before me, a

Notary Public in and for said County and State, W. R. Piper and Mattie Piper his wife to me personally known to be the same persons 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.

(28) My Commission expires Jan 23 1920 C. M. Munter

Filed for Record the 27 day of January A. D. 1917, at 5<sup>00</sup> o'clock P. M.

By A. W. Armstrong Deputy. Estelle Northrup Register of Deeds.

For Release See Book 57 Page 493