

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE-BANK, DOWNGATE BOUL. CO., LEAVENWORTH, KAN., No. 1211

This Indenture, Made this 24<sup>th</sup> day of September in the year of our Lord Nineteen  
Hundred and nineteen between Herman Trammeyer and Lydia Trammeyer  
his wife (being of lawful age) of the  
County of Douglas and State of Kansas, of the first part, and Wilder S. Mittleff of  
Lawrence, Kansas of the second part,

Witnesseth, That the part is of the first part, in consideration of the sum of \$ 650

DOLLARS

Six hundred and fifty  
to them in hand paid, the receipt whereof is hereby acknowledged, he do 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 half of the Southwest  
Quarter; the Northwest quarter of the Southwest quarter and the East  
half of the Northwest quarter of the Southwest quarter of Section Twenty  
(20) in Township Twelve (12) of Range Nineteen (19)

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said part is of the first part do  
herely covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a  
certain undivided interest in the premises above granted, free and clear of all incumbrances, that they have good right to sell and convey said  
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 \$ 650  
Six hundred and fifty DOLLARS, and interest thereon, according to the terms of a certain  
mortgage note and with attached thereto interest notes as above, this day executed by the said parties of the first part

Note No. 1, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190\_\_\_\_  
Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190\_\_\_\_  
Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190\_\_\_\_  
all dated \_\_\_\_\_, payable to Wilder S. Mittleff in Lawrence, Kansas

or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City  
N. Y., with interest payable semi-annually on the first day of May and Nov in each year, according  
to coupons attached to said note. The part is of the first part further agree that they 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 \$ \_\_\_\_\_ 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 is 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, and if default be made in the  
payment of interest, 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 is  
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 is of the second part may pay any unpaid taxes charged against  
said property, 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 is 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 is  
of the second part, and out of all the money 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 is of the first part have herunto set their hand and seal the day and year first above  
written.

Herman Trammeyer (SEAL)

Lydia Trammeyer (SEAL)

(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 24<sup>th</sup> day of September A. D. 1900, before me, a  
Notary Public, in and for said County and State, Herman Trammeyer and Lydia  
Trammeyer, 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 herunto subscribed my name and affixed my official seal on the day and year last above written.

(L.S.) My Commission expires Jan. 23 1900 1900 6 M. Mante  
Notary Public

Filed for Record the 24<sup>th</sup> day of Sept. A. D. 1900, at 2:40 o'clock P. M.

By Estelle Northrup Register of Deeds.

The following is endorsed on the original instrument.  
This note, having been described by me, and filed in full, this mortgage is hereby  
released, and the large copy of the mortgage is directed to be  
destroyed. Witness my hand, this 16 day of May 1902, Wilder S. Mittleff.

Recorded - May 16 - 1902  
Estelle Northrup  
Register of Deeds

The following is endorsed on the original instrument.  
This note, having been described by me, and filed in full, this mortgage is hereby  
released, and the large copy of the mortgage is directed to be  
destroyed. Witness my hand, this 16 day of May 1902, Wilder S. Mittleff.

Recorded

April 17 1902