

MORTGAGE RECORD No. 40.

167

STATE OF KANSAS - SAME DOWNSIDE BOOK CO., LEAVENWORTH, KAN., No. 1214.

This Indenture, Made this 24th day of September in the year of our Lord Nineteen Hundred and twenty between Anna M. Brown and J. Walter Brown, her husband (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Miteelf of Lawrence, Kansas, of the second part,

Witnesseth, That the part ies of the first part, in consideration of the sum of \$ 100.

One hundred DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, ha ve 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 East half of the South One hundred ten acres of the Southwest quarter of Section Twenty-six (26) in Township Thirteen (13) of Range Eighteen (18).

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part ies of the first part do - hereby covenant and agree that at the delivery hereof they are 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 they ha ve good right to sell and convey said premises, subject however, to a prior mortgage of \$2000, Five Thousand Dollars of this date, made to Wilder S. Miteelf, who 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 \$ 100.

One hundred DOLLARS, and interest thereon, according to the terms of certain mortgage note s and interest notes or coupons, this day executed by the said parties of the first part all dated Sept. 24, 1920, payable to Wilder S. Miteelf for order, as the office of Wilder S. Miteelf, in
Note No. 1, for Dollars, due, 100-
Note No. 2, for Dollars, due, 100-
Note No. 3, for Dollars, due, 100-

all dated 100, payable to Lawrence, Kansas. located at the IMPORTERS and TRADERS NATIONAL BANK, of New York City
N. Y., with interest payable semi-annually on the first day of and in each year, according to coupons attached to said note. The part ies 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 \$ 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 thereon.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part ies of the first part. But if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, as of said taxes or assessments as provided, or if default be made in the payment of said principal sum, or any part thereof, or any interest thereon, 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 any sum so provided to be paid for the period of ten days after the same becomes due, the said first part ies 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 ies 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 ies of the second part may pay any unpaid taxes charged against said property ies and they shall 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 ies 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 ies of the second part, and out of all the moneys arising from such sale, to retain the amount of such ies, 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 ies of the first part ha ve hereunto set their hand and seal the day and year first above written.

Anna M. Brown (SEAL)
J. Walter Brown (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 24 day of Sept A. D. 1920, before me, a Notary Public in and for said County and State, came Anna M. Brown & J. Walter Brown, her husband. 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 heretofore subscribed my name and affixed my official seal on the day and year last above written.
My Commission expires Jan 23, 1924. B. M. Minter
(28)

Filed for Record the 25 day of Sept A. D. 1920, at 11:40 o'clock A. M.
Estelle Northrup Register of Deeds.

By Deputy.

For Release See Book 67 Page 304