

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - KANSAS, DOUGLASS COUNTY, KANSAS, No. 1214

This Indenture, Made this 20th day of April in the year of our Lord Nineteen Hundred and twenty-one between Herman Trausmeier & Lydia Trausmeier (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and The Liberty Life Insurance Company, of Topeka, Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 7000

Seven thousand

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 East half of the South-West Quarter, the South-East 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 hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 \$ 7000 Seven thousand DOLLARS, and interest thereon, according to the terms of a certain mortgage note and with interest notes attached, this day executed by the said parties of the first part, payable to The Liberty Life Insurance Co.,

Note No. 1, for _____ Dollars, due _____ 1900
Note No. 2, for _____ Dollars, due _____ 1900
Note No. 3, for _____ Dollars, due _____ 1900

all dated _____ 1900, payable to _____ Office of The Liberty Life Insurance Co., Topeka, Kansas
or order, at the IMPORTERS AND TRADERS NATIONAL BANK, of New York City

May, with interest payable semi-annually on the first day of May and November 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 they will keep the buildings on said property, insured for \$ 3000 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 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, of 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 is of the second part, and in case of his assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal note, from date 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 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 interest collected shall be and not exceed the legal rate of ten per cent. per annum, and may recover for all such payments, with interest at ten per cent. per annum, in 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 is of the second part, 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 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 hereunto set their hand and seal the day and year first above written.

Herman Trausmeier (SEAL)
Lydia Trausmeier (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas.

BE IT REMEMBERED, That on this 2d day of May A. D. 1921, before me, a Notary Public in and for said County and State, came Herman Trausmeier & Lydia Trausmeier his wife to me personally known to be the same person as 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 23d 1924 C. M. Munter

Filed for Record the 3rd day of May A. D. 1921, at 10:00 o'clock A. M.

By Estelle Nothrup Deputy. Register of Deeds.