

# MORTGAGE RECORD No. 40.

179

FIRST MORTGAGE—SAND D. G. WORTH MORE CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this Eighth day of March in the year of our Lord Nineteen

Hundred and twenty-two between Emery Lee and Effie M. Lee, husband and wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Hilden S. Mitchell of Lawrence, of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$1000.00

One 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 Twenty and three fourths (23 3/4) acres of thirty and three fourths (33 3/4) acres of the Northwest quarter of Section Eighteen (18) in Township Thirteen (13) of Range Twenty (20) of the Second (2) Meridian (2) in Lawrence, Kansas, thence running South Six (6) chains to the Kansas Creek, thence by the center of channel up Kansas Creek to a point eleven (11) chains and twenty-five (25) links East of the West line of said quarter section thence North Twenty-eight (28) chains and Eastern (2) links to the North line of said quarter section, thence South said North line twenty-seven (27) chains and twenty-three (23) links to a place of beginning.

with the appurtenances and all the estate, title and interest of the said part 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 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 \$ 1000.00 DOLLARS, and interest thereon, according to the terms of a certain mortgage note and with interest notes, attached thereto, this day executed by the said Emery Lee and Effie M. Lee, husband and wife, to-wit:

Note No. 1, for 100 Dollars, due 190  
Note No. 2, for 100 Dollars, due 190  
Note No. 3, for 100 Dollars, due 190

all dated 190, payable to Hilden S. Mitchell, executor, at the office of Hilden S. Mitchell 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 March and September in each year, according to coupons attached to said note. The parties 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 \$ 8 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 parties 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 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 party 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 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, any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal 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 parties of the first part have hereunto set their hand and seal, of the day and year first above written.

Emery Lee (SEAL)  
Effie M. Lee (SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 8th day of March A. D. 1902, before me, a Notary Public in and for said County and State, came Emery Lee and Effie M. Lee husband and 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 Jan 23 1924 6 M. Mantor  
(21) Notary Public

Filed for Record the 9 day of Mar A. D. 1902, at 10<sup>10</sup> o'clock A.M.

By John Buckner Deputy. Estelle Northrup Register of Deeds.

The following is enforced on the original instrument, retained and the lien thereby created thereon, in full, this mortgage is hereby assigned to my hand this 12 day of Dec A. D. 1902  
Hilden S. Mitchell  
Assignee:

Recorded Dec. 13 1902  
Lea B. Wallerand  
Register of Deeds