

186

991-250

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAND DOWNSIDE BOOK CO. LEATHEBDATE, KAN., No. 12111

This Indenture, Made this 10th day of August in the year of our Lord NineteenHundred and twenty-five between R. F. Canary (and Reta P. Canary) (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and Wilder S. Miteal of
Lawrence, Kansas of the second part.Witnesseth, That the part two of the first part, in consideration of the sum of \$ 1000DOLLARS
One Thousand grant, bargain sell and convey to the
to them in hand paid, the receipt whereof is hereby acknowledged, he 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
said party of the second part, his heirs and assigns forever, to wit:Douglas and State of Kansas, described as follows, to wit:
Forty-two (24) acre Ash Street
in Simpson subdivision in that part of the
City of Lawrence known as North Lawrence.with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said part two of the first part do
herby 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 ha ve 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.
One Thousand and attached thereto DOLLARS, and interest thereon, according to the terms of a certain
mortgage note and with interest notes or coupons, this day executed by the said parties of the firstDate No. 1, for 1000
Date No. 2, for 1000
Date No. 3, for 1000all that 1000, payable to Wilder S. Miteal, or order, at the office of
Wilder S. Miteal in Lawrence, Kansas or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, New York City
with interest payable semi-annually on the first day of February and August in each year, beginningto commence on the first day of February and August in each year, beginning
premises before they shall become delinquent; and they will keep the buildings on said property, insured for \$ 1200 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 two 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 part two 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
any suit for foreclosure of this mortgage; and it shall be lawful for the part two 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 two
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 paid as other costs in the suit.IN WITNESS WHEREOF, The said part two of the first part ha ve hereunto set their hands and seal 3 the day and year first above
written.R. F. Canary (SEAL)
Reta P. Canary (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 10 day of August A. D. 1925, before me, a
Notary Public in and for said County and State, came R. F. Canary and Reta P.
Canary, 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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

L.S. My Commission expires Jan. 23 - 1928 C. M. Manter
Notary PublicFiled for Record the 11 day of Aug. A. D. 1925, at 9:30 o'clock A M.By Isa E. Wellman Deputy, Register of Deeds.