

# MORTGAGE RECORD No. 40.

197

FIRST MORTGAGE—SAML JUDENORTH BROS CO, LEAVENWORTH, KAN., No. 12345

This Indenture, Made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord Nineteen  
Hundred and \_\_\_\_\_ between \_\_\_\_\_  
(being of lawful age) of the  
County of \_\_\_\_\_ and State of Kansas, of the first part, and \_\_\_\_\_  
of the second part,

Witnesseth, That the part \_\_\_\_\_ of the first part, in consideration of the sum of \$ \_\_\_\_\_,  
DOLLARS

to \_\_\_\_\_ in hand paid, the receipt whereof is hereby acknowledged, ha \_\_\_\_\_ sold and by these presents do \_\_\_\_\_ grant, bargain sell and convey to the  
said party of the second part, \_\_\_\_\_ heirs and assigns forever, the following tract or parcel of land situated in the County of \_\_\_\_\_  
and State of Kansas, described as follows, to wit:

with the appurtenances and all the estate, title and interest of the said part \_\_\_\_\_ of the first part therein. And the said part \_\_\_\_\_ of the first part do  
herely covenant and agree that at the delivery hereof \_\_\_\_\_ 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 \_\_\_\_\_ ha \_\_\_\_\_ good right to sell and convey said  
premises, and that \_\_\_\_\_ 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 \$ \_\_\_\_\_

DOLLARS, and interest thereon, according to the terms of \_\_\_\_\_ certain  
mortgage note and \_\_\_\_\_ interest notes or coupons, this day executed by the said \_\_\_\_\_ to wit:

Note No. 1, for _____	Dollars, due _____	, 190
Note No. 2, for _____	Dollars, due _____	, 190
Note No. 3, for _____	Dollars, due _____	, 190
all dated _____	190, payable to _____	

\_\_\_\_\_ 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 \_\_\_\_\_ and \_\_\_\_\_ in each year, according  
to coupons attached to said note. The part \_\_\_\_\_ 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 thereto.

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 part  
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 \_\_\_\_\_ of the first part ha \_\_\_\_\_ hereunto set \_\_\_\_\_ hand and seal the day and year first above  
written.

## ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.

County of \_\_\_\_\_

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 190 \_\_\_\_\_, before me, a  
\_\_\_\_\_ in and for said County and State, came \_\_\_\_\_  
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 \_\_\_\_\_ 190 \_\_\_\_\_

Filed for Record the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 190 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

By \_\_\_\_\_ Deputy. \_\_\_\_\_ Register of Deeds.