

Recorded Feb 27th 1905

Dwight L. Lawrence
Register of DeedsGeo. C. Metcalf
Witness

The following is indorsed on the original instrument.
The note herein described having been paid in full, this mortgage
is hereby released and the lien thereby created discharged.
As Witness my hand, this 27th day of February 1905
Wilder S. Metcalf

This indenture made this sixth day of March, in the year of our Lord nineteen hundred, between
Ann R. Utter and Elizabeth R. Utter, husband and wife (being of lawful age) of the County
of Douglas, and State of Kansas, of the first part, and Wilder S. Metcalf, of Lawrence,
Kansas, of the second part, witnesseth, that the parties of the first part, in consideration
of the sum of \$300 Three hundred 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 forty six and $\frac{75}{100}$ (75%) acres of the north west quarter of section No.
Twenty nine (29) in Township No. Thirteen (13) South of Range No. Nineteen (19) East of the sixth
P.M. with the appurtenances and all the estate, title and interest of the said parties of
the first part therein. And the said parties of the first part do hereby covenant and agree
that at the delivery hereof they and 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
\$300 Three hundred dollars, and interest thereon, according to the terms of one
certain mortgage note and ten interest notes or coupons, this day executed by
the said parties of the first part, to-wit: Note No. 1, for Three hundred dollars, due
March first, 1905, all dated March 6th, 1900, payable to Wilder S. Metcalf, 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 \$ 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 parties 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 any suit for foreclosure of this
mortgage; and it shall be lawful for the party of the second part, his
executors, administrators or assigns, at any time thereafter to sell the