

This indenture, made this 19th day of April, in the year of our Lord nineteen hundred between Willis A. Pence and Mary A. Pence his wife (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and Childer S. Metcalf of Lawrence, Kansas, of the second part, witnesseth, that the parties of the first part, in consideration of the sum of \$400. four 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 southwest quarter of the southeast quarter of section twenty-three (23) in Township fourteen (14) of Range nineteen (19) 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 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 \$400. Four 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 four hundred dollars, due April 1st, 1905, all dated April 19th 1900, payable to Childer 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 days of April and October 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 so demanded to be paid, for the period of ten days after the same become 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.

My Commission expires January 29, 1905 (For Release See Book 41 page 657)

Register of Deeds

Recorded May 19th 1900. C. M. Hester

The following is indented on the original instrument

For value received, I hereby sell and assign to the mortgagee herein, the premises described to Mary, M. Pence and Childer S. Metcalf, of the County of Douglas, State of Kansas, of the first part, and Childer S. Metcalf of Lawrence, Kansas, of the second part, witnesseth, that the parties of the first part, in consideration of the sum of \$400. four 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 southwest quarter of the southeast quarter of section twenty-three (23) in Township fourteen (14) of Range nineteen (19) 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 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 \$400. Four 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 four hundred dollars, due April 1st, 1905, all dated April 19th 1900, payable to Childer 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 days of April and October 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 so demanded to be paid, for the period of ten days after the same become 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.