

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - SALT SPRING VALLEY CO. LEASTERSVILLE, ILL. No. 1204

This Indenture, Made this 17<sup>th</sup> day of July in the year of our Lord Nineteen Hundred and 1901 between Margaret Henderson and John A. Henderson her husband (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder S. Metcalf, of Lawrence of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 75<sup>00</sup> 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: Lot number one hundred eleven (111), one hundred twelve (112), one hundred thirteen (113) and one hundred fourteen (114), in Block number thirty-five (35) in West Lawrence in the City of Lawrence

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 owner 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 \$ 75<sup>00</sup> DOLLARS, and interest thereon, according to the terms of ten certain mortgage notes and interest notes or coupons, this day executed by the said parties of the first part

Note No. 1, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190  
Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190  
Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190  
all dated July 17<sup>th</sup> 1901, payable to Wilder S. Metcalf

or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, 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 therefor.

Now, if such payment 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 payment of said interest, 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 do 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 sum from date thereof to the time when the money shall be actually paid, and any payment 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 charges against said property, of interest and property, if default be made in making 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, 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, appraisal 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 parties of the first part have hereunto set their hand and seal the day and year first above written.

Margaret Henderson (SEAL)  
John A. Henderson (SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,  
County of Douglas

BE IT REMEMBERED, That on this 17<sup>th</sup> day of July A. D. 1901, before me, a Notary Public in and for said County and State, came Margaret Henderson and John A. Henderson, her husband 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 January 23<sup>rd</sup> 1904

G. M. Munter  
Notary Public.

Filed for Record the 17<sup>th</sup> day of July A. D. 1901, at 2<sup>55</sup> o'clock P. M.

By Willie R. Sopman Deputy.

G. F. Sopman  
Register of Deeds.

The following is a true and correct copy of the original mortgage as the same appears in the public records of the County of Douglas, Kansas, and is hereby certified to be correct by me, the Register of Deeds, on this 6<sup>th</sup> day of July, 1906.

Recorded July 6<sup>th</sup> 1906.  
G. F. Sopman  
Register of Deeds.

The mortgage herein described has been paid in full, this mortgage is hereby released and the same is hereby cancelled. At witness my hand this 21<sup>st</sup> day of September, A. D. 1912.

Recorded December 1912  
G. F. Sopman  
Register of Deeds.