

MORTGAGE RECORD No. 40.

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FIRST MORTGAGE - EARL DOWORTH BOOK CO., LEAVENWORTH, KAN., NO. 1244.

This Indenture, Made this 22^d day of July in the year of our Lord Nineteen Hundred and One between Hester A. Holcomb and A. D. Holcomb 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, Kansas, of the second part.

Witnesseth, That the part ies of the first part, in consideration of the sum of \$ 2000

Two Thousand DOLLARS

to them in hand paid, the receipt whereof is hereby acknowledged, ha 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 Douglas and State of Kansas, described as follows, to wit: All of the land in the north west quarter of section twenty-four (24) in Township Thirtieth (30) of Range Eighteen (18), described as follows: Commencing at a point in the center of Wakarusa Creek by the west line of said quarter section; thence said creek thence north on said section line to the north west corner of said section; thence east to the north east corner of said north west quarter of said section; thence south to a point in the center of said Wakarusa Creek where the east line of said north west quarter of said section crosses the same; thence westward along the center of said creek to the place of beginning, containing sixty acres more or less

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner X of the premises above granted, and seized of a good and inalienable 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 \$ 2000.

Two Thousand 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

part ies of the first part to wit:

Note No. 1, for Two Thousand Dollars, due July 1, 1906

Note No. 2, for _____ Dollars, due _____, 1906

Note No. 3, for _____ Dollars, due _____, 1906

all dated July 22^d 1901, 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 January and July in each year, according

to coupons attached to said note. The part ies of the first part further agree that they 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 \$ 500 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 payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part ies 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 ies

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

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 ies

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 ies of the first part ha ve hereunto set their hand and seal the day and year first above

written.

Hester A. Holcomb (SEAL)
A. D. Holcomb (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 22^d day of July A. D. 1901, before me, a

Notary Public in and for said County and State, came Hester A. Holcomb and A. D.

Holcomb, her husband to me personally known to be the same

person I 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 1904. C. M. Munter

Notary Public

Filed for Record the 22^d day of July A. D. 1901, at 1⁴⁰ o'clock P. M.

By Lillie B. S. Spaul Deputy. L. S. Johnson

Register of Deeds.

This mortgage is not a lien on the land described herein, but is a lien on the money borrowed thereon. As witness my hand this 22^d day of July, 1901.

Margaret E. Robinson

J. M. Simpson

Recorded Dec 31 1901

Lester J. Westbrook

Register of Deeds

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(For assignment see Book 51, Page 463)

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