

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - NEW YORK STATE BANK CO. LEATENORTH, N.Y. No. 1231.

This Indenture, Made this 22^d day of July in the year of our Lord Nineteen Hundred and 1901 between Arthur W. Holcomb and A. L. Holcomb his 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 is of the first part, in consideration of the sum of \$ 50 DOLLARS

to them in hand paid, the receipt whereof is hereby acknowledged, has 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 northwest quarter of section twenty-four (24) in Township Thirtieth (30) of Range Fifteenth (15), described as follows: Commencing at a point in the center of Wakarusa Creek where the first line of said quarter section crosses 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 northward along the center of said creek to the place of beginning, containing eight acres, more or less.

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said part is 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 a 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 \$ 50 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 to wit:

Note No. 1, for	Dollars, due	100
Note No. 2, for	Dollars, due	100
Note No. 3, for	Dollars, due	100
all dated <u>July 22^d 1901</u> payable to <u>Wilder S. Metcalf</u>		

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 July in each year, according to coupons attached to said note. The part 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 \$ 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 thereto.

Now, if such payment be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part is 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 is of the first part 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 not more than the legal rate of ten per cent. per annum; but the part is of the second part may pay any unpaid taxes charged against said property, or insurance said property, if default be made in keeping up insurance, and may receive 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 is 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, appraisement waived or not, at the option of the part is of the second part, and out of all the moneys arising from 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 is of the first part have hereunto set their hands and seal at the day and year first above written.

Arthur W. Holcomb (SEAL)
A. L. Holcomb (SEAL)
Wilder S. Metcalf (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
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 Arthur W. Holcomb and A. L. Holcomb his 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 25th 1904 C. M. Mantel Notary Public

Filed for Record the 22^d day of July A. D. 1901, at 1⁴⁵ o'clock P. M.

By Alvin B. Soman Deputy. Alvin B. Soman Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released and the original instrument is returned to the mortgagor. Witness my hand this 5th day of July 1906. Wilder S. Metcalf.

Recorded July 5th 1906. A. W. C. Sweeney, Register of Deeds.

The following is endorsed on the original instrument: This mortgage is hereby released and the original instrument is returned to the mortgagor. Witness my hand this 5th day of July 1906. Wilder S. Metcalf.