

# MORTGAGE RECORD No. 40.

FIRST MORTGAGE—BAIL INDENITITY BOND CO., LEAVENWORTH, KAN., NO. 1294.

**This Indenture**, Made this Twenty-ninth day of January, in the year of our Lord Nineteen 1901,  
 Hundred and One between Samuel D. Johnson and Charles H. Johnson, both  
unmarried,  
 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 \$ 550  
Five hundred and fifty DOLLARS  
 to them in hand paid, the receipt whereof is hereby acknowledged, has 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 west one half of the south one  
hundred and One (11) acre of the south west quarter of section Twenty-six (26)  
in township thirteen (13) of Range Eighteen (18)

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(s) 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 \$ 550  
Five hundred and fifty DOLLARS, and interest thereon, according to the terms of one certain  
 mortgage note, and two interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for Five hundred and fifty Dollars, due March 1<sup>st</sup>, 1906  
 Note No. 2, for 190  
 Note No. 3, for 190

all dated January 29<sup>th</sup>, 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 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 \$ 1000 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 valid, 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 agreed to pay to said second party or his assigns interest at the rate of ten per cent. per annum; but the part of the second party 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, any sum for foreclosure of this mortgage; and it shall be lawful for the part of the second party, not to execute, administer or assign, 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 parties of the second part, and out of all the moneys arising from such sale, to retain the amount of said default, 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.

Samuel D. Johnson (SEAL)  
Charles H. Johnson (SEAL)  
 (SEAL)

## ACKNOWLEDGMENT.

### STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 29<sup>th</sup> day of January, A. D. 1901, before me, a Notary Public, in and for said County and State, came Samuel D. Johnson and Charles H. Johnson, both unmarried, 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 22, 1901 C. M. Mauter  
 Notary Public

Filed for Record the 3<sup>rd</sup> day of August, A. D. 1901, at 5:30 o'clock P. M.

By Lillie B. Socraan Deputy.  
 The following is endorsed on the original instrument:

The Note herein described having been paid in full, this mortgage is hereby released  
 and the lien thereby created discharged.

At witness my hand this 27th day of March, 1923.

Attest, James H. Brown Caroline E. Brown  
 Notary Public E. Hellman  
 Register of Deeds