

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAND FORTH BROS CO., LEAVENWORTH, KAN., No. 1204

This Indenture, Made this 22^d day of March in the year of our Lord Nineteen Hundred and 1907 between J. L. Masterson and Lulla Masterson, his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Wilder D. Metcalf, of Lawrence, Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 750 DOLLARS

to them in hand paid, the receipt whereof is hereby acknowledged, do hereby 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 south west quarter of the north east quarter of section thirty-two (32) in Township eleven (11) of Range eighteen (18)

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party 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 \$ 750 DOLLARS, and interest thereon, according to the terms of such certain mortgage note and two interest notes of coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for Seven hundred and fifty Dollars, due April 1st 1907

Note No. 2, for two Dollars, due 1907

Note No. 3, for two Dollars, due 1907

all dated March 22^d 1907, payable to Wilder D. 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 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 party 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 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; and it shall be lawful for the party 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 party 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.

J. L. Masterson (SEAL)

Lulla Masterson (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 22^d day of March A. D. 1907, before me, a

Notary Public in and for said County and State, came J. L. Masterson and Lulla Masterson, his wife, 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^d 1907 O. M. Master
Notary Public

Filed for Record the 22^d day of March A. D. 1907 at 4²⁰ o'clock P. M.

By Wilder D. Metcalf Deputy. G. A. Soman
Register of Deeds.

Records April 19 1912
Florence L. Lawrence
Register of Deeds
other I couple.
Notary Public
Oklahoma County reg

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. As witness my hand this 17th day of April A. D. 1912.

Caroline Brown

This mortgage was recorded on the original instrument -
 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. As witness my hand this 17th day of April A. D. 1912.
 Caroline Brown
 Notary Public
 Oklahoma County reg

Received April 17 1912 -
 G. A. Soman, Register
 of Deeds
 Oklahoma County