

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - SALT DOMESTIC ROPE CO. LEAVENWORTH, KAN. No. 12411

This Indenture, Made this 9th day of April in the year of our Lord Nineteen
Hundred and four between B. E. Puckett and Josephine Puckett, his wife
(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 party of the first part, in consideration of the sum of \$ 150. DOLLARS

One hundred and fifty
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: The north west quarter of the north
east quarter of the north east quarter of section eleven (11) in Township
fourteen (14) of Range Nineteen (19). Also six acres more or less in
the north west corner of the following described tract of land - Commence
at a point forty rods west of a point forty-five rods north of the south
east corner of the north east quarter of section eleven (11) in Township
fourteen (14) of Range Nineteen (19), thence north seventy-five rods, west
fifty rods, south seventy-five rods, east fifty rods to place of beginning
Containing 23 1/2 Acres.

And the said party of the first part do with the appurtenances and all the estate, title and interest of the said part 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 \$ 150.
One hundred 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 One hundred fifty Dollars, due April 1st, 1909
Note No. 2, for _____ Dollars, due _____, 190-
Note No. 3, for _____ Dollars, due _____, 190-

all dated April 9 1904; 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 April and October 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 \$ _____ 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 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
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 part of the second part may pay any unpaid taxes charged against
said property, or insure said property if default be made in keeping up insurances, 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 part of the first part have hereunto set their hand and seal the day and year first above
written.

B. E. Puckett, (SEAL)
Josephine Puckett, (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 9th day of April A. D. 1904, before me, a
Notary Public in and for said County and State, came B. E. Puckett and
Josephine Puckett, husband and 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 1908 C. M. Marter,
Notary Public.

Filed for Record the 9 day of April A. D. 1904 at 5 o'clock P. M.

By

Deputy.

W. W. Armstrong
Register of Deeds.

The \$150.00 hereby deposited having been paid in full this mortgage is hereby
released and the same hereby certified and discharged.
Witness my hand this 9th day of January 1906 -
Wilder S. Metcalf.

Recorded Jan. 20 - 1906
C. M. Marter, Notary Public.
By John C. Thompson, Rep.

If the following was witnessed on the original instrument
I, Notary Public, having been sworn in and qualified, this mortgage
is hereby acknowledged as the true and lawful debt of the
parties herein named and the same is hereby certified and discharged.

Recorded Jan. 20 - 1906
C. M. Marter, Notary Public.
By John C. Thompson, Rep.