

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAYL BODSWORTH HOME CO., LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this 12th day of June in the year of our Lord Nineteen
 Hundred and five between Alvin E. Puckett and Mary A. 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 part 1st of the first part, in consideration of the sum of \$ 500.
Five Hundred DOLLARS
 to them in hand paid, the receipt whereof is hereby acknowledged, he Gold 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: Commencing at the South east
corner of the South East quarter of Section Two (2) in Township Fourteen (14)
of Range Nineteen (19) Thence North 63 a point twenty three and 20/100 Chains South
of the North East corner of said quarter Section, Thence West twenty and 50/100 Chains
Thence South Six and 30/100 Chains Thence East five Chains Thence South forty rods, Thence East
Sixty and 1/2 rods more or less to the place of beginning, less described lot described as follows
Commencing 40 rods North and 20 rods West of the South East corner of said quarter Section
Thence South 20 feet, Thence West 20 feet Thence North 20 feet, Thence East 20 feet, to place
of beginning
 with the appurtenances and all the estate, title and interest of the said part 1st of the first part do
 the lawful owners of the premises above granted, and seized of a
 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 \$ 500. Five Hundred
 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 parties of the first part
 to wit:

Note No. 1, for Five hundred Dollars, due July 1st, 1905
 Note No. 2, for _____ Dollars, due _____, 190
 Note No. 3, for _____ Dollars, due _____, 190
 all dated June 12th 1905, 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 1st 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 1st 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 covanted to be paid, for the period of ten days after the same becomes due, the said first part 1st
 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 1st 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 part 1st of the second part, his executors, administrators 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 part 1st
 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 of such sale, 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 1st of the first part has hereunto set their hands and seals the day and year first above
 written.

Alvin E. Puckett. (SEAL)
Mary A. Puckett. (SEAL)
 (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
 County of Douglas } ss.

BE IT REMEMBERED, That on this 12th day of June A. D. 1905, before me, a
Notary Public in and for said County and State, came Alvin E. Puckett, and
Mary A. Puckett, his wife to me personally known to be the same
 person 5 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 Jan 23rd 1908, W. S. Metcalf
Notary Public

Filed for Record the 13th day of June A. D. 1905, at 2:00 o'clock P. M.

By

Deputy.

W. S. Metcalf
 Register of Deeds.

The following is in force on the original instrument.
 The Note is due December 1st, 1905, and the mortgage
 is hereby released, and the property is hereby
 released, and the property is hereby released.
 W. Metcalf, Notary Public, Lawrence, Kansas.

Received Sept. 21st 1908.
 W. S. Metcalf, Notary Public.