

MORTGAGE RECORD No. 40.

51

FIRST MORTGAGE—HAML DOWORTH BOOK CO., LEAVENWORTH, KAN., No. 1294

This Indenture, Made this 24th day of June in the year of our Lord Nineteen
Hundred and five between B Pauline Sitzler, Widow (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and Wilder S. Metcalf,
of the second part.

Witnesseth, That the party of the first part, in consideration of the sum of \$ 400.
Four hundred DOLLARS

to her 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: The West half of the North
east Quarter of the North West Quarter of Section Fourteen
(14) in Township Fifteen (15) of Range Nineteen (19)

with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said part of the first part do as
herely covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a
good and inalienable estate of inheritance therein, free and clear of all incumbrances, that she has good right to sell and convey said
premises, and that she 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 \$ 400. Four hundred
DOLLARS, and interest thereon, according to the terms of one certain
mortgage note and 17 interest notes or coupons, this day executed by the said party of the first part to wit:

Note No. 1, for Four hundred Dollars, due July 1st 1908,
Note No. 2, for _____ Dollars, due _____ 1908,
Note No. 3, for _____ Dollars, due _____ 1908,
all dated June 24th 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 party of the first part further agree that she will pay all taxes and assessments upon the said
premises before they shall become delinquent; and she 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 of
agrees 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 part of the first part has hereunto set her hand and seal the day and year first above
written.

B Pauline Sitzler (SEAL)

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 24th day of June A. D. 1905, before me, a
Notary Public in and for said County and State, came B Pauline Sitzler
a widow 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 June 23rd 1908. (L.S.) C.M. Manton,
Notary Public

Filed for Record the 26th day of June A. D. 1905, at 3⁰⁰ o'clock P. M.

By _____ Deputy. Alb. Armstrong Register of Deeds.

For Acknowledgment (see Record of Page 408)
B Pauline Sitzler, Widow