

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—BANK, DODD WORTH BROS CO, LEAVENWORTH, KAN., No. 1204.

This Indenture, Made this 20th day of November in the year of our Lord Nineteen Hundred and five between John Harrell and Catharine Harrell his wife (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 part ies 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, ha ve 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 East half of the North East quarter of Section Twenty Seven (27) in Township Thirteen (13) of Range Eighteen (18)

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part ies 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 \$ 500, Five hundred DOLLARS, and interest thereon, according to the terms of one certain

mortgage note and Six 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 December 1st, 1908

Note No. 2, for Dollars, due , 190

Note No. 3, for Dollars, due , 190

all dated November 20th 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 June and December in each year, according

to coupons attached to said note. The part ies of the first part further agree that they will pay all taxes and assessments upon the said

premises before they shall become delinquent; and will keep the building 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 thereon

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the part ies 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, as if default be made in the

premises before they shall become delinquent 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 ies

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

of interest collected shall be and not exceed the legal rate of ten per cent. per annum, and may recover for all such payments, with interest at ten per cent. per annum, in

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, in the manner prescribed by law, appraisement waived or not, at the option of the part ies

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 ies

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 ies of the first part have hereunto set their hands and seals the day and year first above

written.

attest James Brooks.

Myra Harrell.

John Harrell.

Catharine X Harrell

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.

County of Douglas

BE IT REMEMBERED, That on this 22nd day of November A. D. 1905, before me, a

Notary Public in and for said County and State, came John Harrell and

Catharine Harrell, 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 Nov 8th 1908 James Brooks.

Notary Public

Filed for Record the 22nd day of November A. D. 1905, at 1st o'clock P. M.

A. W. Amstrong.

Register of Deeds.

By Deputy.

The following is endorsed on the original instrument
He not being deceased, my name has been put in full. The mortgage
is being recorded and the lien thereby created described by
the witness my name and date of issue, 1909
Wilder S. Metcalf

Recorded June 2 1909
Floyd L. Lawrence
Register of Deeds