

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - S.W. CORNER OF E. 1/4, SECTION 10, T. 10 N., R. 10 E., S. 10 E.

This Indenture, Made this 2^d day of January in the year of our Lord Nineteen
 Hundred and 1906 between O. O. Weaver and Winnie A. Weaver (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 parties of the first part, in consideration of the sum of \$250.

Two Hundred and Fifty DOLLARS
 to them in hand paid, the receipt whereof is hereby acknowledged, he 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) Also ten acres of
land more or less in the North West corner of the following described tract or parcel of
land Commencing at a point, forty (40) rods west of a point, fifty (50) rods north of
the South East corner of the North East quarter of Section Eleven (11) Thence
running north seventy five (75) rods thence West fifty (50) rods thence
South seventy five (75) rods thence East fifty rods to the point of beginning all in
more or less.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 \$250. Two Hundred and
fifty DOLLARS, and interest thereon, according to the terms of all 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 Two Hundred and fifty Dollars, due January 1st, 190-1911
 Note No. 2, for _____ Dollars, due _____, 190
 Note No. 3, for _____ Dollars, due _____, 190
 all dated January 2 1906, 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 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 parties 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 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 then due, or to become due, according to
 the condition 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 hands and seal the day and year first above
 written.

O. O. Weaver (SEAL)
Winnie A. Weaver (SEAL)
 (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
 County of Douglas

BE IT REMEMBERED, That on this 3^d day of January A. D. 1906, before me, a
Notary Public in and for said County and State, came O. O. Weaver and
Winnie A. Weaver and Winnie A. Weaver 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 Jan 25 1908 O. W. Metcalf

Filed for Record the 3 day of Jan A. D. 1906 at 3⁰⁰ o'clock P M.

By E. C. Armstrong Deputy. W. S. Metcalf Register of Deeds.