

# MORTGAGE RECORD No. 40.

FIRST MORTGAGE - FIRST NATIONAL BANK OF KANSAS, ST. LOUIS, MO.

This Indenture, Made this tenth day of December in the year of our Lord Nineteen Hundred and seven between J. S. Witbeck and Sarah J. Witbeck 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 of the first part, in consideration of the sum of \$ 500. DOLLARS Five Hundred 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:

Lot number Twenty four (24) in Block number Nine  
in Lane Place in the City of Lawrence.

And the said part 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 part 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 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. 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 Five hundred Dollars, due December 1st, 1912  
Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 1910  
Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 1910

all dated December 10th 1907, payable to Wilder S. Metcalf or order, at the Importers and Traders National Bank, of New York City Kansas, 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 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 \$ 500. 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 do 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 execution, 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 part 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.

J. S. Witbeck (SEAL)  
Sarah J. Witbeck (SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,  
County of Douglas ss.

BE IT REMEMBERED, That on this 11th day of December A. D. 1907, before me, a Notary Public in and for said County and State, came J. S. Witbeck and Sarah J. Witbeck his wife to me personally known to be the same persons 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. 23 1908 C. M. Hanley Notary Public.

Filed for Record the Dec day of 11 A. D. 1907 at 2:55 o'clock P. M.

By Eric E. Armstrong Deputy. W. W. Armstrong Register of Deeds.

In consideration of full pay-  
ment of the within mortgage I  
have released the same this  
10th day of December 1907  
Wilder S. Metcalf

AMERICAN  
Eric E. Armstrong  
Notary of Deeds

Right following is endorsed on the original instrument  
The first National Bank of New York City  
Recorded Jan 15 1911