

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - FIRST FIDELITY TRUST CO. - FIRST FIDELITY TRUST CO. - FIRST FIDELITY TRUST CO.

This Indenture, Made this 25<sup>th</sup> day of April, in the year of our Lord Nineteen  
Hundred and eight between Thomas B. Raybourn and Mera D.  
Raybourn 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 is of the first part, in consideration of the sum of \$ 900.

Nine Hundred DOLLARS  
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 thirty seven (37) in Frazier's Sub-division  
of Addition Four (4) in that part of the City of Lawrence known as  
North Lawrence also lot number twenty one (21) of Snipps's Sub-  
division in that part of the City of Lawrence known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part is of the first part therein. And the said part is of the first part do  
hereby covenant and agree that at the delivery hereof they are the lawful owner 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 \$ 900.  
Nine Hundred DOLLARS, and interest thereon, according to the terms of one certain

mortgage note and 20 interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for Nine Hundred Dollars, due May - 1 -, 1913  
Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 1910  
Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 1910

all dated April 25<sup>th</sup> 1908, payable to Wilder S. Metcalf or order, at the IMPORTERS AND TRADERS NATIONAL BANK, of Lawrence  
Kansas, with interest payable semi-annually on the first day of May and Nov. in each year, according  
to coupons attached to said note. The part is 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 \$ 800. 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 is 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 sum, 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 is 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 is 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 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 is of the first part have hereunto set their hand and seal the day and year first above  
written.

Thomas B. Raybourn. (SEAL)  
Mera D. Raybourn. (SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this

25<sup>th</sup>day of April

A. D. 1908, before me, a

Henry C. Rupp  
and Mera D. Raybourn his wifein and for said County and State, came Thomas B. Raybourn

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

March 29<sup>th</sup>1909Joseph C. Rupp  
Notary Public

Filed for Record the

27

day of

AprilA. D. 1908, at 10<sup>30</sup> o'clock A M.by Edw. E. Armstrong, Deputy.Edw. E. Armstrong  
Register of Deeds.

Notary Public for the State of Kansas  
My Commission expires on the 29<sup>th</sup> day of March, 1909.  
As witness my hand this 25<sup>th</sup> day of April, 1908.

Recorded - Sept 14<sup>th</sup> 1918  
Castle Northrup  
Register of Deeds

(For Partial Return see Book on Page 6)

The following is endorsed on the original instrument.  
This mortgage is hereby  
been paid in full.

Jan 26 - 1927  
Recorded