

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SINK ENDORSED IN BOOK CO., LEAVENWORTH, KAN., No. 1244.

This Indenture, Made this 29th day of April in the year of our Lord Nineteen Hundred and nine between David M. Harkman and Gertrude Harkman, his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Walter S. Metcalf of Lawrence, Kansas of the second part.

Witnesseth, That the part of the first part, in consideration of the sum of \$1400.00 Fourteen hundred DOLLARS in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents do grant, bargain sell and convey to them in hand paid, the receipt whereof is hereby acknowledged, 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 One hundred and twenty-three (123) and the north half of Lot number One hundred and twenty-five (125) on Kentucky Street in the City of Lawrence.

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 a 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 \$1400.00 Fourteen hundred DOLLARS, and interest thereon, according to the terms of a 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 Fourteen hundred Dollars, due May 1st 1917. Note No. 2, for Dollars, due Dollars, due Dollars, due all dated April 29 1909, payable to Walter 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 May and November 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 \$2000 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 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 said property for foreclosure of this mortgage; and it shall be lawful for the part 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 their hand and seal the day and year first above written. David M. Harkman (SEAL) Gertrude Harkman (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, County of Douglas. BE IT REMEMBERED, That on this 29th day of April A. D. 1909, before me, a Notary Public in and for said County and State, came David M. Harkman and Gertrude Harkman, 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 1912 W. M. Mauler Notary Public

Filed for record the 1st day of May A. D. 1909, at 9:20 o'clock A. M. By Lloyd L. Lawrence Deputy Register of Deeds.

The following is enforced on the original instrument. This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. A witness my hand this 30th day of April A. D. 1924 Walter S. Metcalf

Recorded April 30 1909 J. C. McCallum Register of Deeds

Vertical text on the left margin, including "nineteen", "e) of the", "LLARS", "y to the", "ounty of", "68)", "art do", "vey said", "adred", "ertain", "t:", "it:", "1909", "1909", "1909", "ce Harkman", "according", "on the said", "approved", "to.", "ut if default", "he option of", "first part", "e, from date", "total amount", "arged against", "r annum, in", "s or assigns", "of the part", "according to", "making such", "r first above", "(SEAL)", "(SEAL)", "(SEAL)", "(SEAL)", "before me, a", "and", "be the same", "n.", "Public", "of Deeds."