

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - LAMAR, KANSAS, BOOK CO. 12412, PAGE 131

This Indenture, Made this 30th day of June in the year of our Lord Nineteen
 Hundred and nine between Charles S. Gummer and Lucy Gummer (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 parties of the first part, in consideration of the sum of \$ 1325.00,
Thirteen hundred and twenty-five 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: Begin at center of
Wakarusa Creek forty-three rods East of the West
line of South-west quarter of Section Sixteen (16) in
Township Thirteen (13) of Range Twenty (20), South to
a point eighty rods South of the North line of
the North-west quarter of Section Twenty-one (21) in
Township Thirteen (13) of Range Twenty (20), thence East to
East line of said North-west quarter of Section Twenty-one (21),
thence North to center of Wakarusa Creek, thence westerly along center of said
 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 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 \$ 1325.00, Thirteen hundred
twenty-five DOLLARS, and interest thereon, according to the terms of one certain
 mortgage note and the interest notes or coupons, this day executed by the said parties of the first part to wit:

Note No. 1, for thirteen hundred twenty five Dollars, due July 1st, 1914
 Note No. 2, for thirteen hundred twenty five Dollars, due July, 1910
 Note No. 3, for thirteen hundred twenty five Dollars, due July, 1910
 all dated June 30th 1909, payable to Wilder S. Metcalf Lawrence, Kansas
 or order, at the First National Bank, of Lawrence, Kansas

with, 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 \$ 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 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 parties
 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 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 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 parties of the first part have hereunto set their hands and seals the day and year first above
 written.

Charles S. Gummer (SEAL)

Lucy Gummer (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 30th day of June A. D. 1909, before me, a
 Notary Public in and for said County and State, came Charles S. Gummer
and Lucy Gummer, 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 231911

C. M. Grant
Notary Public

Filed for Record the

1stday of JulyA. D. 1909at 1:45

o'clock

P. M.

By

Deputy.

Creek to the place of beginning

Lloyd L. Lawrence
Register of Deeds.

For Acknowledgment see Book 57 Page 131
 For Acknowledgment see Book 57 Page 131

The note herein described having been filed in this office, the original of the same is hereby acknowledged. As witness my hand this 30th day of June, A. D. 1909.