

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - BANK OF KANSAS, CHICAGO, ILL., No. 1214

This Indenture, Made this 20th day of July in the year of our Lord Nineteen  
 Hundred and nine between  
May Phillips, an unmarried woman (being of lawful age) of the  
 County of Douglas and State of Kansas, of the first part, and  
Wilder & Metcalf, of Lawrence, Kansas of the second part.  
 Witnesseth, That the party of the first part, in consideration of the sum of \$ 15.00.  
Fifteen hundred DOLLARS  
 to her in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents does 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 One hundred and seventy (170) on Ohio  
Street in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do not  
 hereby covenant and agree that at the delivery hereof she is 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 she has good right to sell and convey said  
 premises, and that she 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 \$ 15.00 - Fifteen  
hundred DOLLARS, and interest thereon, according to the terms of one certain  
 mortgage note and 5 interest notes or coupons, this day executed by the said party of the to wit:

Note No. 1, for Fifteen hundred Dollars, due August 1st 1911, 100  
 Note No. 2, for first part Dollars, due August 1st 1911, 100  
 Note No. 3, for July 20th 1909, payable to Wilder & Metcalf Dollars, due August 1st 1911, 100

all dated July 20th 1909, payable to Wilder & Metcalf or order, at the First National Bank, of New York City  
with interest payable semi-annually on the first day of February and August in each year, according  
 to coupons attached to said note. The party of the first part further agrees that she will pay all taxes and assessments upon the said  
 premises before they shall become delinquent; and she will keep the buildings on said property, insured for \$ 15.00 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 party 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 party  
 agrees 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, 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 money 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 party of the first part has hereunto set her hand and seal the day and year first above  
 written.

Mrs. May Phillips (SEAL)

(SEAL)

(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of DouglasBE IT REMEMBERED, That on this 20th day of July A. D. 1909, before me, a

Notary Public in and for said County and State, came

May Phillips an unmarried woman 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. 23 1912 C. M. Minter  
Notary PublicFiled for Record the 20th day of July A. D. 1909, at 2:15 o'clock P. M.By Floyd L. Lawrence Deputy. Register of Deeds.

The following is returned on the original instrument:  
 The debt herein described having been paid in full, this mortgage is hereby released and the  
 lien hereby created discharged. At witness my hand this 5th day of August, A. D. 1911.  
Wilder & Metcalf

Recorded September 5, 1911  
Floyd Lawrence  
Register of Deeds  
Douglas County