

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - HAWK INSURANCE CO. LEAVENWORTH, KAN., No. 1244

This Indenture, Made this eight day of September in the year of our Lord Nineteen
Hundred and nine between Abbie E. Raymond a widow (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 ie of the first part, in consideration of the sum of \$ 800.00
Eight hundred DOLLARS
to her in hand paid, the receipt whereof is hereby acknowledged, ha & 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 numbered Fourteen (14) in Block numbered
Five (5) in Lane's First Addition to the City
of Lawrence

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said part y of the first part do ee
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 ha & 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 \$ 800.00
Eight hundred DOLLARS, and interest thereon, according to the terms of one certain
mortgage note and eight interest notes or coupons, this day executed by the said Party of the first part to wit:

Note No. 1, for Eight hundred Dollars, due September, 1911
Note No. 2, for _____ Dollars, due _____, 1911
Note No. 3, for _____ Dollars, due _____, 1911
all dated September 8 1907, payable to Wilder 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 March and September in each year, according
to coupons attached to said note. The part y of the first part further agree s 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 \$ _____ 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 y 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 y
agree s 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
of interest collected shall be and not exceed the legal rate of ten per cent. per annum; but the part y of the second part may pay any unpaid taxes charged against
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 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 y 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 y
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 y of the first part ha & hereunto set her hand and seal the day and year first above
written.

Abbie E. Raymond (SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this ninth day of September A. D. 1907, before me, a
Notary widow in and for said County and State, came Abbie E. Raymond
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 March 30 1913 (L.S.) Joseph E. Pigg
Notary Public

Filed for Record the 9th day of Sept A. D. 1907, at 9:30 o'clock A. M.

By _____ Deputy. Floyd L. Lawrence
Register of Deeds.

(In Release See Book 54, Page 100)
 (For Assignment See Book 51, page 576)