

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - SAME DOWNSIDE POWER CO. LEAVENWORTH, KAN. No. 1234

This Indenture, Made this fifth day of April in the year of our Lord Nineteen  
Hundred and twelve between Joseph C. McCauley and Nettie McCauley  
his wife (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 ies of the first part, in consideration of the sum of \$ 1800.

Eighteen hundred DOLLARS  
to them in hand paid, the receipt whereof is hereby acknowledged, ha 3 fold 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:

Beginning at a point on the west line of Rhode Island Street one hundred and five  
(165) feet south of the north line of Adams Street in the City of Lawrence, thence west  
over a line parallel with said north line of Adams Street one hundred and twenty  
five (125) feet. thence south fifty (50) feet, thence east one hundred twenty five  
(125) feet. thence north fifty (50) feet to the place of beginning.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part ies 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 ha ve 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 \$ 1800 Eighteen Hundred  
DOLLARS, and interest thereon, according to the terms of one certain

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

Note No. 1, for <u>Eighteen hundred</u>	Dollars, due <u>April 1st 1913</u>	1000
Note No. 2, for	Dollars, due	100
Note No. 3, for	Dollars, due	100

all dated April 5th 1910, payable to Wilder S. Metcalf  
or order, at the Lawrence National Bank of Lawrence, Kansas  
IMPORTERS AND TRADERS NATIONAL BANK, New York City

N. Y., with interest payable semi-annually on the first day of April and October in each year, according  
to coupons attached to said note. The part ies 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 \$ 1000 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 ies 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 ies  
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 ies 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 ies 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 ies  
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 ies of the first part ha ve herunto set their hands and seals the day and year first above  
written.

Joseph C. McCauley (SEAL)  
Nettie McCauley (SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 5th day of April A. D. 1910, before me, a  
Notary Public in and for said County and State, came Joseph C. McCauley  
and Nettie McCauley 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 herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires April 23 1910 C. M. Mauter  
Notary Public

Filed for Record the 9th day of April A. D. 1910, at 4 o'clock P. M.

By Minnie O. Lawrence Deputy. Hynd L. Lawrence  
Register of Deeds.

This mortgage is subject to the official judgment of the  
Register of Deeds in the event of a dispute between the parties.  
The same must be filed in the office of the Register of Deeds, D. 381-1912.  
See Record number 123456.

Recorded April 6, 1910  
Entered in Record  
Jesse Glaser  
Deputy  
For Assignment see Book 57, page 760

For Assignment see Book 57, page 760