

MORTGAGE RECORD No. 40.

101

FIRST MORTGAGE—SAL DOMINION BOOK 57, LEAVENWORTH, KAN., No. 1741

This Indenture, Made this 27th day of October in the year of our Lord Nineteen Hundred and Ten between W. C. Hill and Ella L. Hill, his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Hilder S. Metcalf of the second part.

Witnesseth, That the part second of the first part, in consideration of the sum of \$1000.

One Thousand DOLLARS

to them in hand paid, the receipt whereof is hereby acknowledged, has 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 fifteen rods north of the southwest corner of the Northwest quarter of Section Twenty-six (26) in Township Thirteen (13) of Range Eighteen (18) Thence east thirteen hundred and thirty-seven (1337) feet thence north six hundred and eighty (680) feet to the center of the channel of Rock Creek thence up the center of said creek northwesterly to the mouth of a ditch which is six hundred and eighty eight (688) feet and the four hundred and sixty two (462) feet east of the southwest corner of said Section Twenty-six (26) thence along the center of said ditch to the west line of said Section thence south eighteen hundred (1800) feet to the place of beginning, containing 5 1/2 acres more or less.

with the appurtenances and all the estate, title and interest of the said part first therein. And the said part second 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 \$1000.

One Thousand DOLLARS, and interest thereon, according to the terms of one certain mortgage note and five interest notes or coupons, this day executed by the said

parties of the first part to wit:

Note No. 1, for One thousand Dollars, due November 1st, 1915

all dated October 27th 1910, payable to Hilder S. Metcalf Lawrence

or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City

with interest payable semi-annually on the first day of November and May in each year, according to coupons attached to said note. The part one of the first part further agree that they will pay all taxes and assessments upon the said premises before they shall become delinquent; and will keep the said premises insured in some approved

Insurance Company, payable in case of loss to the mortgagee or assigns, and deliver the policy to the mortgagee or assigns, and shall maintain the same in full force and effect.

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 the mortgagee shall become delinquent, 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 part 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, and may recover for all such payments, with interest at ten per cent. per annum, in executors, administrators or assigns, any suit for foreclosure of this mortgage; and it shall be lawful for the part of the second part, 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 hands and seal the day and year first above written.

W. C. Hill (SEAL)
Ella L. Hill (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
County of Douglas

BE IT REMEMBERED, That on this 27th day of Oct A. D. 1910, before me, a

Notary Public in and for said County and State, came W. C. Hill and Ella L. Hill

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 C. M. Mante Register of Deeds.

Filed for Record the 1st day of Nov A. D. 1910, at 2 45 o'clock P M.

By Floyd L. Lawrence Deputy, Register of Deeds.

For Release See Book 57, Page 205-

This Acknowledgment See Book 57, Page 107