

## MORTGAGE RECORD No. 40.

FIRST MORTGAGE - LAWRENCE &amp; LAWRENCE CO., LEASING, KANSAS, No. 1211

This Indenture, Made this 12th day of November in the year of our Lord Nineteen  
 Hundred and ten between William C. Toms and Jessie E. Toms, husband and wife  
 County of Douglas and State of Kansas, of the first part, and Wilder S. Metcalf of the second part,  
of Lawrence, Kansas

Witnesseth, That the part ies of the first part, in consideration of the sum of \$350  
Three hundred and fifty 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:

Beginning at a point eighty-two (82) feet east of the southwest corner of lot  
number one hundred and forty-two (142) in addition number two (2) in Block  
Lawrence, thence North two hundred and seventy-eight (278) feet  
thence east fifty (50) feet thence South two hundred and seventy-eight  
(278) feet, thence West fifty (50) feet to 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 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 \$ 350-  
Three hundred and fifty DOLLARS, and interest thereon, according to the terms of one certain  
 mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part  
 to wit:

Note No. 1, for Three hundred and fifty Dollars, due November 1st 1915,  
 Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_  
 Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_  
 all dated November 10 1910, payable to Wilder S. Metcalf Lawrence  
or order, at the IMPORTERS AND TRADERS NATIONAL BANK, of Lawrence

thence with interest payable semi-annually on the first day of May and November 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 \$ \_\_\_\_\_ 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 here 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, 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 his assigns, interest at the rate of ten per cent. per annum, computed semi-annually on said principal notes, 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, appraisal 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 parties of the first part have hereunto set their hand and seals the day and year first above  
 written.

William C. Toms (SEAL)  
Jessie E. Toms (SEAL)  
 (SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS,  
 County of Washington

BE IT REMEMBERED, That on this 14th day of November A. D. 1910, before me, a  
Notary Public in and for said County and State, came William C. Toms and Jessie  
E. Toms, husband and wife to me personally known to be the same  
 person ies 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 at the place above written.  
 My Commission expires May 27th 1918 Wm. C. Russ  
Notary Public

Filed for Record the 18 day of Nov A. D. 1910, at 11:25 o'clock A. M.  
Wilder S. Metcalf  
 By \_\_\_\_\_ Deputy.  
Lloyd L. Lawrence  
 Register of Deeds.

One hundred is entered on the official mortgage in the office of the Register of Deeds, and the same is herein described having been paid in full on the day of \_\_\_\_\_ A. D. 19\_\_\_\_. As witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_.

Recorded April 6 1914  
 Lloyd L. Lawrence  
 Register of Deeds.

One hundred is entered on the official mortgage in the office of the Register of Deeds, and the same is herein described having been paid in full on the day of \_\_\_\_\_ A. D. 19\_\_\_\_. As witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_.

(For Acknowledgment See Book 51, Page 527)