

MORTGAGE RECORD No. 40.

FIRST MORTGAGE-BANK, FOURTH FLOOR, LEAVENWORTH, KAN., NO. 1214.

This Indenture, Made this 17th day of March in the year of our Lord Nineteen
 Hundred and eleven between Evelene Adkins and Elgie Adkins
 her husband (being of lawful age) of the
 County of Jefferson and State of Kansas, of the first part, and
Wilder S. Metcalf, of Lawrence, Kansas of the second part.

Witnesseth, That the part of of the first part, in consideration of the sum of \$ 750
Seven 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, he heirs and assigns forever, the following tract or parcel of land situated in the County of
Logan and State of Kansas, described as follows, to wit:

The Southwest quarter of the Southwest quarter of Section Thirty
two (32) in Township, Fifteen (15) of Range, Nineteen (19) East, and
sixty of an acre described in Deed Book 97 at Page 11

with the appurtenances and all the estate, title and interest of the said part of of the first part therein. And the said part of of the first part do all
 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 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 \$ 750.
Seven 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

Note No. 1, for seven hundred and fifty Dollars, due April 1916 to wit:
Wilder S. Metcalf Lawrence
March 17 1911, payable to Wilder S. Metcalf Lawrence
 or order, at the Importers and Traders National Bank of Lawrence

April and October in each year, according
 to coupons attached to said note. The part of 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 of 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 hereunto to be paid, for the period of ten days after the same becomes due, the said first part
 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 of 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 of 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
 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 of the first part have hereunto set their hands and seals the day and year first above
 written.

Evelene Adkins (SEAL)
Elgie Adkins (SEAL)
Wilder S. Metcalf (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
 County of Logan
 BE IT REMEMBERED, That on this 17th day of March A. D. 1911, before me, a
Notary Public in and for said County and State, came Evelene Adkins and Elgie
Adkins, her husband 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 2-3-1912 C. M. Manter
Notary Public

Filed for Record the 17 day of March A. D. 1911, at 1:30 o'clock P. M.
Hoyd L. Lawrence
 By Deputy Register of Deeds.

Recorded Jan 17 1912