

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - SAML. DODGORTH BOOK CO., LEAVENWORTH, KAN., No. 1234

This Indenture, Made this 17th day of March in the year of our Lord Nineteen  
 Hundred and eleven between Frances A. Wherry and B. J. Wherry,  
 her husband (being of lawful age) of the  
 County of Usher and State of Mass. of the first part, and Wilder S. Metcalf  
 of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 5000.00 DOLLARS to the said John H. H. H. in hand paid, the receipt whereof is hereby acknowledged, have sold and convey to the said John H. H. H. heirs and assigns forever, the following tract or parcel of land situated in the County of Johnson said part of the second part, Acres heirs and assigns forever, the following tract or parcel of land situated in the County of Johnson said part of the second part, Acres and State of Kansas, described as follows, to wit: Section 13 of Northwest fractional

The East half of the southeast quarter and lot Three (3) or Northwest fractional quarter of the southeast fractional quarter of section twenty-eight 28 in Township Twelve (12) of Range Twenty-one (21) also a part of lot two (2) in said section twenty-eight described as follows, commencing at the southwest corner of the south east quarter of the northeast quarter of said section, thence north twenty rods, and twelve links; thence due west to the Kansas River, thence along the bank of said river to the south line of said lot two, thence east to the place of beginning,

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof *they and* 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.

In witness whereof the said parties of the first part have hereunto set their hands and seals, and the said parties of the second part have hereunto set their hands and seals, and the payment of the Sum of \$1500. *Fifteen hundred -*

This Grant is intended as a Mortgage to secure the payment of the Sum of \$ 5,000.00 Five thousand DOLLARS, and interest thereon, according to the terms of one certain mortgage note and other interest notes or coupons, this day executed by the said \_\_\_\_\_ to wit:

mortgage note and <sup>ten</sup> interest notes or coupons, this day executed by the said \_\_\_\_\_ to wit:

Note No. 1, for <sup>parties of the first part</sup> \_\_\_\_\_ Dollars, due April 1st 1916, per \_\_\_\_\_

Note No. 2, for <sup>fifteen hundred and</sup> \_\_\_\_\_ Dollars, due \_\_\_\_\_, per \_\_\_\_\_

Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, per \_\_\_\_\_

Note No. 2, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190\_\_\_\_

Note No. 3, for \_\_\_\_\_ Dollars, due \_\_\_\_\_, 190\_\_\_\_

all dated March 17, 1911, payable to Wilder & Metcalf or order, at the PROFITERS' AND TRADERS' NATIONAL BANK, of New York City

and October \_\_\_\_\_ in each year, according to \_\_\_\_\_

all dated 7-10-82 or order, at the RECORDERS AND TRUSTEES OFFICE IN Alameda, California, in each year, according to the terms of said April and October notes.

None with interest payable semi-annually on the first day of April and October in each year, according to coupons attached to said note. The parties 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 appropriate Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

If the said note shall be paid, it shall be released upon demand of the party of the second part to the party of the first part. But if default shall be made by the party of the second part in the payment of the principal or interest on the said note, then the party of the first part shall have the right to foreclose on the said property.

[illegible]


IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Frances A. Cherry (SEAL)  
E. J. Cherry (SEAL)  
(SEAL)

## ACKNOWLEDGMENT

STATE OF MISSISSIPPI,  
County of Hebert } ss.  
BE IT REMEMBERED, That on this 1st day of April A. D. 1911, before me,  
Notary Public in and for said County and State, came Frances A. Cherry and  
B. W. Cherry, her husband 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 January 15th 1943  T. R. O'Connell  
Notary Public

Filed for Record the 14<sup>th</sup> day of April A. D. 1947, at 11<sup>20</sup> o'clock a. M.

Filed for Record the 14th day of April, 1911.  
By R. M. McConnell Deputy. Floyd L. Lawrence  
Register of Deeds

The note bearing numbered serial has been paid in full, the following is hereby returned and the  
 same is cancelled. Dated this 28th day of February, A.D. 1914.  
 Holder & Metcalf

Recorded Feb'y 29 - 1916  
Floyd L. Lawrence  
Minister of Deeds.

The following is extracted as the original instrument: