

# MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAND DUBOIS BOOK CO. LEAVENWORTH, KAN., No. 1244

This Indenture, Made this 28 day of December in the year of our Lord Nineteen Hundred and eleven between E. Pauline Sityler, a widow (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and Walter S. Metcalf, of Lawrence, Kansas, of the second part.

Witnesseth, That the part 4 of the first part, in consideration of the sum of \$500. Five hundred DOLLARS to her in hand paid, the receipt whereof is hereby acknowledged, ha & sold and by these presents do grant, bargain sell and convey to her 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:  
The West half of the Northeast quarter of the Northwest quarter of Section Fourteen (14) in Township Fifteen (15) of Range Nineteen (19)

with the appurtenances and all the estate, title and interest of the said part 4 of the first part therein. And the said party of the first part do se hereby covenant and agree that at the delivery hereof she is 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 she ha a good right to sell and convey said premises, and that she 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 \$500. Five hundred DOLLARS, and interest thereon, according to the terms of one certain mortgage note and 20 interest notes or coupons, this day executed by the said party 4th first part to wit:

Note No. 1, for Five hundred Dollars, due January 1st 1912, 1000  
Note No. 2, for 1000 Dollars, due 1000  
Note No. 3, for 1000 Dollars, due 1000  
all dated Dec 28 1911, payable to Walter S. Metcalf or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of Lawrence, Kansas

28, with interest payable semi-annually on the first day of January and July in each year, according to coupons attached to said note. The part 4 of the first part further agree & that he will pay all taxes and assessments upon the said premises before they shall become delinquent; and she 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 4 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 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 agree & to pay to said second party or his assigns, interest at the rate of ten per cent. per annum; but the part 4 of the second part may pay any unpaid taxes charged against interest collected shall be and not exceed the legal rate of ten per cent. per annum; and may recover for all such payments, with interest at ten per cent. per annum, in 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 4 of the second part, he 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 4 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 4 of the first part ha & hereunto set her hand - and seal - the day and year first above written.

E. Pauline Sityler (SEAL)  
(SEAL)  
(SEAL)

## ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.  
County of Douglas

BE IT REMEMBERED, That on this 28th day of Dec A. D. 1911, before me, a Notary Public in and for said County and State, came E. Pauline Sityler, a widow 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 23 1912 W. S. Metcalf Notary Public

Filed for Record the 28 day of December A. D. 1911, at 3 40 o'clock P. M.  
Walter S. Metcalf Deputy.  
Register of Deeds.

This recording is entered on the official instrument. The mortgage herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled and discharged. As witness my hand this 28th day of December A. D. 1911.  
Walter S. Metcalf

Recorded Nov 3 1911  
Walter S. Metcalf  
Register of Deeds