

MORTGAGE RECORD No. 40.

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FIRST MORTGAGE—SAND DECATUR BANK CO., DECATUR, ILL., No. 1291.

This Indenture, Made this first day of April in the year of our Lord Nineteen
Hundred and Twelve between Charles W. Harne and Abonia D. Harne
Harne, his wife (being of lawful age) of the
County of Douglas and State of Kansas, of the first part, and
Wilder S. Metcalf, of Lawrence, Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$1200
Twelve hundred 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:
The first half of the Northeast quarter of Section Thirty-two (32)
in Township Eleven (11) of Range Eighteen (18)

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 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 \$1200
Twelve hundred 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 Twelve hundred Dollars, due April 1st, 1917
Note No. 2, for Dollars, due
Note No. 3, for Dollars, due
all dated April 1st 1912, payable to Wilder S. Metcalf Lawrence, Kansas
or order, at the IMPORTERS AND TRADERS' NATIONAL BANK, of New York City

N. Y., 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 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 parties 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 become 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 party 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 party 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
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 seal the day and year first above
written.

Charles W. Harne (SEAL)
Abonia D. Harne (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
County of Douglas ss.
BE IT REMEMBERED, That on this 4th day of April A. D. 1912, before me,
Natary Public in and for said County and State, came Charles W. Harne
and Abonia D. Harne his wife 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 25 1913 C. M. Mansur
Natary Public

Filed for Record the 5 day of April A. D. 1912 at 2:45 o'clock P. M.
Glenn L. Lawrence
Deputy, Register of Deeds.

My following is entered on the original instrument in full, this mortgage is hereby released and the County of Douglas is hereby discharged from the payment of the same, this 20th day of April 1917.
 State of Kansas, County of Douglas, ss.
 I, Charles W. Harne, of the County of Douglas, State of Kansas, do hereby certify that the foregoing mortgage was duly acknowledged by the parties of the first part, and that the same was duly recorded in the office of the Register of Deeds of said County, on the 5th day of April, 1912.
 In testimony whereof, I have hereunto subscribed my name and affixed my official seal, this 20th day of April, 1917.
Charles W. Harne
 Notary Public for Kansas
 My Commission expires Jan 25, 1913.

Recorded April 23rd 1912
 State of Kansas, County of Douglas, ss.
 I, Charles W. Harne, of the County of Douglas, State of Kansas, do hereby certify that the foregoing mortgage was duly acknowledged by the parties of the first part, and that the same was duly recorded in the office of the Register of Deeds of said County, on the 5th day of April, 1912.
 In testimony whereof, I have hereunto subscribed my name and affixed my official seal, this 20th day of April, 1917.
Charles W. Harne
 Notary Public for Kansas
 My Commission expires Jan 25, 1913.

For Assignment see Book 51, page 576.