

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - AND FORTH DOW CO. LEAVENWORTH, KAN., No. 1291

This Indenture, Made this 24th day of April in the year of our Lord Nineteen
 Hundred and twelve between Margaret E. Gubler and Jackson (being of lawful age of the
 County of Douglas and State of Kansas, of the first part, and Hilder S. Metcalf of Lawrence
Kansas of the second part.

Witnesseth, That the part of of the first part, in consideration of the sum of \$400 -
Four 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
 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: lots numbered One (1) Two (2) Three (3) Four
(4) Five (5) and Six (6) and Block number Five (5) Lots numbered One (1) Two (2) and Three (3) in
Block Number Six (6) and Lots numbered One (1) Two (2) Three (3) Four (4) Five (5) Six (6)
Seven (7) Eight (8) Nine (9) Ten (10) Eleven (11) and Twelve (12) in Block numbered
Twenty-five (25) all in the Town of Clinton Douglas County, Kansas, according
to the list of said town on file in the office of the Register of Deeds.

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
 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 \$400 -
Four 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 part of to wit:
 Note No. 1, for Four Hundred Dollars, due May 1st, 1917
 Note No. 2, for Four Hundred Dollars, due May 1st, 1918
 Note No. 3, for Four Hundred Dollars, due May 1st, 1919
 all dated April 24 1912, payable to Hilder S. Metcalf Lawrence
 or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City

Y., with interest payable semi-annually on the first day of May and Nov 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 \$ 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 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
 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 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, 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.
Margaret E. Gubler (SEAL)
Jackson Gubler (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 25 day of April A. D. 1912, before me, a
 Notary Public, in and for said County and State, came Margaret E. Gubler
and Jackson Gubler, her husband to me personally known to be the same
 person subscribed 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 Feb 6 1916 M. A. Woodward
Notary Public

Filed for Record the 27 day of April A. D. 1912, at 12⁰⁰ o'clock P. M.
Dorothy Lawrence
 Deputy, Register of Deeds.

The following is enforced on the original instrument.

Recorded May 14 1912
 Dea E. W. McClure
 Register of Deeds
 My Commission expires July 1st 1913
 The State herein described having been paid in full, this mortgage is hereby released and all obligations hereby created
 discharged. As witness my hand. This 24th day of April 1912.
 County of Douglas, Kansas
 Hilder S. Metcalf, Notary Public
 Before going to prison and duty acknowledged, the mortgagee, Hilder S. Metcalf, of Lawrence, Kansas, and the mortgagor,
 Margaret E. Gubler and Jackson Gubler, her husband, have acknowledged the execution of this mortgage, and the mortgagor
 has acknowledged the receipt of the sum of \$400.00 from the mortgagee, and the mortgagee has acknowledged the receipt of the sum of \$400.00 from the mortgagor.