

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - SAN FRANCISCO, CALIF. - 1911

This Indenture, Made this 24th day of April in the year of our Lord Nineteen hundred and twelve between Margaret E. Gubler and Jackson Gubler, her husband (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 the first part, in consideration of the sum of \$400 - DOLLARS

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 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: Lots numbered One (1) Two (2) Three (3) Four (4) Five (5) and Six (6) in Block numbered 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 the first part therein. And the said part 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 - DOLLARS, and interest thereon, according to the terms of One certain

Four Hundred Dollars mortgage note and ten interest notes or coupons, this day executed by the said parties of the first part

Note No. 1, for Four Hundred Dollars, due May 1st 1917
Note No. 2, for Dollars, due 180
Note No. 3, for Dollars, due 120
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 November in each year, according to coupons attached to said note. The part 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 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 agrees 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 hereof 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 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 resorb 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 the second part, in the manner prescribed by law, appraisement waived or not, at the option of the part of the second part, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement waived or not, 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 the first part have hereunto set their hands and seals this 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 as 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 Feb 6 1916 M. A. Woodward Notary Public

Filed for Record the 27 day of April A. D. 1912, at 12 o'clock P. M. By Deputy, Hilda Lawrence Register of Deeds.

Recorded May 4 1912
L.S.
The following is enforced on the official instrument.
The Note herein described having been paid in full, this mortgage is hereby released and void. Any and all charges thereon are hereby cancelled.
Dea. C. W. McClure, Notary Public
My Commission expires July 1st 1913