

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SANDY TOPSOUTH MOOR CO. LEASED TO DATE, S.W. No. 12741.

This Indenture, Made this 14th day of August in the year of our Lord Nineteen
Hundred and twelve between L. W. Waring and Sarah E. Waring (being of lawful age) of the

County of Douglas and State of Kansas, of the first part, and _____ of the second part.

Walter S. Metcalf, of Lawrence, Kansas.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 500.

Eight 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:

Beginning at the Southeast corner of the Southwest quarter of Section thirty-four (34) in Township Twenty (20) of Range Twenty (20) thence North thirty-nine (39) rods, thence West forty-one (41) rods and three and one half feet, thence South thirty-nine (39) rods, thence East forty-one (41) rods and three and one half feet to the place of beginning, containing ten acres more or less

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 \$ 500. Eight 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 _____ to wit:

Note No. 1, for Eight hundred Dollars, due September 1st, 1917
Note No. 2, for _____ Dollars, due _____, 1917
Note No. 3, for _____ Dollars, due _____, 1917

all dated Aug 14 1912, payable to Walter S. Metcalf or order or order, at the Lawrence AND TRADERS' NATIONAL BANK, of Lawrence, Kansas and Sept 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 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 shall 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 notes, 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 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, appraisement waived or not, at the option of the party 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 hands and seals the day and year first above written.

Witness:
H. A. McClure. L. W. Waring (SEAL)
Sarah E. Waring (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
County of Douglas }
19 12 day of Aug. A. D. 1912, before me, a

Notary Public, in and for said County and State, came L. W. Waring and Sarah E. Waring, 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 May 15 1915 E. D. Clark Notary Public

Filed for Record the 21st day of Aug. A. D. 1912, at 12 o'clock M.

By R. M. McConnell Deputy, Royce S. Lawrence Register of Deeds.

See Release in Book 51 Page 509