

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—JAMES DOWNWORTH BROS CO., LEATTSBORO, KAN., No. 1931.

This Indenture, Made this 10th day of January in the year of our Lord Nineteen
Hundred and thirteen between Charles S. Gummer and Lucie Gummer
his wife Douglas and State of Kansas, of the first part, and Walter S. Metcalf
of Lawrence, Kansas of the second part.

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

Four thousand 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 in the center of Wakarusa Creek
forty-three rods east of the west line of the southwest quarter of section sixteen (16) in
Township Thirteen (13) of Range Twenty (20) thence South to a point eighty rods south of the
North line of the northwest quarter of section Twenty one (21) in Township Thirteen (13) of
Range Twenty (20) thence East to the East line of said northwest quarter of Section twenty one
(21) thence north to the center of Wakarusa Creek, thence up the center of said Creek to the
place of beginning,

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 owner 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 \$ 4,000
Four thousand 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
Note No. 1, for Four thousand Dollars, due January 1st, 1918
Note No. ten Dollars, due July, 1918
Note No. ten Dollars, due July, 1918
all dated January 10 1913, payable to Walter S. Metcalf Lawrence, Kansas
or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of Lawrence, Kansas

with interest payable semi-annually on the first day of January and July 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 \$ 5,000 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
thereof 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
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, in the manner prescribed by law, appraisal waived or not, at the option of the part
at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, to retain the amount of such sale, to become due, according to
of the second part, and out of all the moneys arising from such sale, to retain the amount of such sale, 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 has hereunto set their hands and seal the day and year first above
written.

Charles S. Gummer (SEAL)
Lucie Gummer (SEAL)
(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
County of Douglas } ss.
BE IT REMEMBERED, That on this 10th day of Jan A. D. 1913, before me, a
Notary Public in and for said County and State, came Charles S. Gummer
and Lucie Gummer, his wife 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 Jan 22 1916 W. M. Mauter
Notary Public

Filed for Record the 1 day of Feb A. D. 1913, at 2 o'clock P. M.
Lloyd L. Lawrence
By Deputy Register of Deeds.

This mortgage is intended to secure the payment of the sum of \$4,000 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.

Walter S. Metcalf

Recorded Feb 9th 1913
C. L. W. Lawrence
Register of Deeds