

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SALV. DOCUMENTS BOOK CO., LEAVENWORTH, KAN., No. 12111

This Indenture, Made this first day of February, in the year of our Lord Nineteen
 Hundred and thirteen
 between William Thomas and Minnie M Thomas
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 party of the first part, in consideration of the sum of \$ 1700

Seventeen 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, Begin at a point two hundred and sev

enty six and one half (27 1/2) feet East of the North West corner of the South East Quarter of Section
No Thirty two (32) in Township No. Twelve (12) Range No. Twenty (20); thence east seven hundred and
seventeen and 58/100 (717 58/100) feet; thence south thirty six (36) rods and nine and 9/100 (9 9/100)
feet to a stone in the North boundary of the right of way of the A.T. & S.F.R.R.; thence west along
the North boundary of said right of way twenty three and 68/100 (23 68/100) rods; thence South to the
South line of the North west quarter of said Southeast quarter; thence west to the west line of said
Quarter Section; thence North along said west line of the quarter section to the North boundary of
the Rail Road right of way; thence Easterly along said North Boundary two hundred and eighty seven
(287) feet; thence north to the point of beginning; being the land lately deed to William Thomas by
the heirs of Martha J. Thomas, deceased, excepting therefrom two (2) acres in the North West part of
said tract deed by Wm. Thomas and wife to Mary A. Risley.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party 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 \$ 1700
Seventeen hundred DOLLARS, and interest thereon, according to the terms of one certain
 mortgage note and 10 interest notes or coupons, this day executed by the said

parties of the first part to wit:
 Note No. 1, for Seventeen hundred Dollars, due February 1st, 1913
 Note No. 2, for _____ Dollars, due _____
 Note No. 3, for _____ Dollars, due _____

all dated January 1st 1913, 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 January and August 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 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
 payment of said interest, 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 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
 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, appraisement 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, 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 party of the first part have hereunto set their hands and seals the day and year first above
 written.

Wm Thomas (SEAL)

Minnie M. Thomas (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this

4th day ofFebA. D. 1913, before me, aNotary Publicin and for said County and State, came William Thomas andMinnie M Thomas, 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 20 1916C. M. Maxter
Notary Public

Filed for Record the

4

day of

FebA. D. 1913, at 4 31

o'clock

P. M.

By

Deputy.

Dwight L. Lawrence
Register of Deeds.

The following is returned on the official instrument
 This mode herein described having been paid in full and full satisfaction is hereby returned and the
 same is hereby created discharged. As witness my hand and the seal of my office this 10th day of
February 1913
Wilder S. Metcalf

Recorded Feb 6 1913
Dwight L. Lawrence
Register of Deeds

The following is returned on the original instrument
 This mode herein described having been paid in full, this mortgage is hereby returned and the

Recorded Jan 27 1914