

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—LAWYER, 204 NORTH BOW CO., LITTLE ROCK, ARK., No. 1234

This Indenture, Made this First day of February in the year of our Lord Nineteen Hundred and Thirteen between Grant R. Risley and Mary A. Risley, husband and 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 parties of the first part, in consideration of the sum of \$

Four Hundred

DOLLARS

to them in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents do grant, bargain sell and convey to 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 Northwest corner of the southeast quarter of Section thirty two (32) in Township twelve (12) of Range Twenty (20), thence South two hundred and eighty (280) feet to the right of way of the A. T. & S. Fe Railway, thence running southeasterly along said right of way two hundred and eighty seven feet (287), thence North three hundred and fifty one (351) feet to the quarter section line, thence west two hundred and seventy six and $\frac{1}{2}$ (276 $\frac{1}{2}$) feet to the place of beginning, containing two acres of land,

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 \$ 400

Four hundred DOLLARS, and interest thereon, according to the terms of one certain mortgage note and four interest notes or coupons, this day executed by the said

parties of the first part to wit:
 Note No. 1, for Four hundred Dollars, due February, 1914
 Note No. 2, for _____ Dollars, due _____, 190____
 Note No. 3, for _____ Dollars, due _____, 190____
 all dated Feb 1 1913, payable to Wilder S. Metcalf

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 February 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 they will keep the buildings on said property, insured for \$ 700 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 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 part 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 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 part 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, 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 hand and seal the day and year first above written.

Mrs Mary A. Risley (SEAL)
Grant R. Risley (SEAL)
 (SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS, } ss.
 County of Douglas

BE IT REMEMBERED, That on this 4 day of February A. D. 1913, before me, a Notary Public in and for said County and State, came Grant R. Risley and Mary A. Risley, husband and 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 2, 3 1916 E. M. Mauler Notary Public

Filed for Record the 4 day of Feb A. D. 1913, at 4:32 o'clock P. M.
Gloyd L. Lawrence Deputy.
 Register of Deeds.

This Indenture is endorsed on the original instrument.
 The above has been examined and found to be a true and correct copy of the original instrument.
 My hand this 4th day of February, 1913.
Wilder S. Metcalf

Recorded Jan 27 1914
Wilder S. Metcalf
 Register of Deeds
Geo. L. May Jr.