

MORTGAGE RECORD No. 40.

FIRST MORTGAGE—SAML. DOWNSOUTH BANK CO. LEAVENWORTH, KAN., No. 1911

This Indenture, Made this twelfth day of March in the year of our Lord Nineteen
Hundred and thirteen between Hannah Bartleson, a widow (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 part of of the first part, in consideration of the sum of \$

Two Hundred and Twenty five DOLLARS
to her in hand paid, the receipt whereof is hereby acknowledged, has sold and by these presents do grant, bargain sell and convey to the
part 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:
Lot numbered Ninety one (91) Ninety three (93) Ninety five (95) and Ninety seven (97) and Ninety nine (99) on the North side of Pineberry Street and Lots numbered One hundred thirty five (135) and One hundred and thirty seven (137) on the West side of Arkansas Street all in Block Forty four (44) in West Lawrence

with the appurtenances and all the estate, title and interest of the said part of of the first part therein. And the said part of of the first part do hereby covenant and agree that at the delivery hereof she is 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 she had good right to sell and convey said premises, and that she 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 \$ 225.00
Two hundred and twenty five DOLLARS, and interest thereon, according to the terms of my certain

mortgage note and 10 interest notes or coupons, this day executed by the said

Note No. 1, for Two hundred and twenty five Dollars, due March first, 1918

Note No. 2, for Twenty five Dollars, due March first, 1918

Note No. 3, for Twenty five Dollars, due March first, 1918

all dated March 12, 1913, payable to Wilder S. Metcalf

or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City
March and September in each year, according

X. Y., with interest payable semi-annually on the first day of March that she will pay all taxes and assessments upon the said
to coupons attached to said note. The part of of the first part further agree that she will keep the buildings on said property, insured for \$ 800.00 in some approved

premises before they shall become delinquent; and she will keep the buildings on said property, insured for \$ 800.00 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 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 of
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
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 and not exceed the legal rate of ten per cent. per annum; but the part of 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 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 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 part of of the first part has hereunto set her hand and seal the day and year first above
written.

Hannah Bartleson (SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,
County of Douglas

BE IT REMEMBERED, That on this 12 day of March A. D. 1913, before me, a
Natany Public in and for said County and State, came
Hannah Bartleson to me personally known to be the same

person 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 23 1916 C. M. Martin
Natany Public

Filed for Record the 15 day of March A. D. 1913, at 12 o'clock M.

By Thos L Lawrence Register of Deeds.

The following is certified on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.

A. J. Starnes my hand this 26 day of September A. D. 1923

Wilder S. Metcalf

Recorded Dec 26 1913
Wilder S. Metcalf
Register of Deeds

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